SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: ADV&CGD 08	SERFF Tr Num: PRTB-125704921	State: Arkansas
TOI: 33.0 Other Lines of Business	SERFF Status: Closed	State Tr Num: EFT $50
Sub-TOI: 33.0004 Service Contracts	Co Tr Num: ADV&CGD 08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi
	Authors: Tanya Dickemann, Melodie Mollet	Disposition Date: 07/31/2008
	Date Submitted: 07/10/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 07/31/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Independent Form Filing	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 07/31/2008	
State Status Changed: 07/10/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

We are submitting the above-captioned forms for your review and approval. This filing replaces contracts previously approved by your department.

Any logo, address and telephone number that appears on these forms may be subject to change.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or

need additional information, call me at 1-800-950-6060, extension 5649. My fax number is 636-536-9349. Thank you for your time and consideration given to this submission.

Company and Contact

Filing Contact Information

Melodie Mollet, Regulatory Analyst
14755 N. Outer Forty Rd.
St. Louis, MO 63017

Melodie.Martin@protective.com
(800) 950-6060 [Phone]

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:

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	07/10/2008	21344273

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07/31/2008	07/31/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Alexa Grissom	07/10/2008	07/10/2008	Melodie Mollet	07/25/2008	07/25/2008

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Disposition

Disposition Date: 07/31/2008
Effective Date (New): 07/31/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Advantage Registration Page	Approved	Yes
Form	Advantage Registration w/ MPP	Approved	Yes
Form *(revised)*	Advantage	Approved	Yes
Form	Advantage	Approved	Yes
Form *(revised)*	Advantage Wrap	Approved	Yes
Form	Advantage Wrap	Approved	Yes
Form *(revised)*	Advantage Toyota Service Contract	Approved	Yes
Form	Advantage Toyota Service Contract	Approved	Yes
Form *(revised)*	Advantage Wrap Toyota	Approved	Yes
Form	Advantage Wrap Toyota	Approved	Yes
Form	Costguard Registration Page	Approved	Yes
Form	Costguard Registration Page w/ MPP	Approved	Yes
Form *(revised)*	Costguard Service Contract	Approved	Yes
Form	Costguard Service Contract	Approved	Yes
Form *(revised)*	Costguard Wrap	Approved	Yes
Form	Costguard Wrap	Approved	Yes
Form *(revised)*	Costguard Toyota	Approved	Yes
Form	Costguard Toyota	Approved	Yes
Form *(revised)*	Costguard Toyota Wrap	Approved	Yes
Form	Costguard Toyota Wrap	Approved	Yes

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/10/2008
Submitted Date	07/10/2008
Respond By Date	

Dear Melodie Mollet,

This will acknowledge receipt of the captioned filing. The contracts must be amended to state that Aribtration is voluntary and non-binding. Punitive damages should be amended per Bulletin No. 19-89. The right to recover language should state that you will not receover until the insured has been fully compensated per Franklin v. Healthsource.

Please feel free to contact me if you have questions.
Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/25/2008
Submitted Date	07/25/2008

Dear Alexa Grissom,

Comments:
Lyndon Property Insurance Company
NAIC # 0458/35769
FEIN # 43-1139865
Filing number- ADV&CGD 08
Independent Form Filing
Vehicle Service Contract Program
Advantage Service Contract - VWAD-1440 5/08
Advantage Wrap Service Contract - VWAD-1440WR 5/08
Advantage Toyota Service Contract - VWADTY-1440 5/08
Advantage Wrap Toyota Service Contract - VWADTY-1440WR 5/08
Costguard Service Contract - VWCGD-1430 5/08
Costguard Wrap Service Contract - VWCGD-1430WRP 5/08

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Costguard Toyota Service Contract - VWCGDTY-1430 5/08
Costguard Toyota Wrap Service Contract - VWCGDTY-1430WRP 5/08

Ms. Grissom:

The arbitration provision has been amended to state that arbitration is voluntary and nonbinding. A definition of punitive damages has been added. The subrogation provision has been modified to comply with the language in your objection letter. These changes can be found in the Arkansas State Amendment section in each contract highlighted in red for your ease of review.

Response 1

Comments: Replacement of forms to comply

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Advantage	VWAD-1440	5/08	Other	Replaced	N/A	0	VWAD-1440 5-08.pdf
Previous Version							
Advantage	*VWAD-1440*	*5/08*	*Other*	*Replaced*	*N/A*	*0*	VWAD-1440 5-08.pdf
Advantage Wrap	VWAD-1440WR	5/08	Other	Replaced	N/A	0	VWAD-1440WR 5-08.pdf
Previous Version							
Advantage Wrap	*VWAD-1440WR*	*5/08*	*Other*	*Replaced*	*N/A*	*0*	VWAD-1440WR 5-08.pdf

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Advantage Toyota Service Contract	VWADTY-1440 5/08	Other	New		0	VWADTY-1440 5-08.pdf
Previous Version						
Advantage Toyota Service Contract	*VWADTY-1440 5/08*	*Other*	*New*		*0*	VWADTY-1440 5-08.pdf
Advantage Wrap Toyota	VWADTY-1440WR 5/08	Other	New		0	VWADTY-1440WR 5-08.pdf
Previous Version						
Advantage Wrap Toyota	*VWADTY-1440WR 5/08*	*Other*	*New*		*0*	VWADTY-1440WR 5-08.pdf
Costguard Service Contract	VWCGD-1430 5/08	Other	Replaced	N/A	0	VWCGD-1430 5-08.pdf
Previous Version						
Costguard Service Contract	*VWCGD-1430 5/08*	*Other*	*Replaced*	*N/A*	*0*	VWCGD-1430 5-08.pdf
Costguard Wrap	VWCGD-1430WRP 5/08	Other	Replaced	N/A	0	VWCGD-1430WRP 5-08.pdf
Previous Version						
Costguard Wrap	*VWCGD-1430WRP 5/08*	*Other*	*Replaced*	*N/A*	*0*	VWCGD-1430WRP 5-08.pdf
Costguard Toyota	VWCGDTY-1430 5/08	Other	New		0	VWCGDTY-1430 5-08.pdf
Previous Version						
Costguard Toyota	*VWCGDTY-1430 5/08*	*Other*	*New*		*0*	VWCGDTY-1430 5-08.pdf

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Costguard Toyota Wrap	WVCGDT 5/08 Y-1430WRP	Other	New	0	VWCGDT Y-1430WRP 5-08.pdf

Previous Version

Costguard Toyota Wrap	*WVCGDT 5/08 Y-1430WRP*	*Other*	*New*	*0*	VWCGDT Y-1430WRP 5-08.pdf

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

No Rate/Rule Schedule items changed.

Thank you. Looking forward to your response.

Sincerely,
Melodie Mollet, Tanya Dickemann

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Advantage Registration Page	VWAD-1440RP	5/08	Other	Replaced	Replaced Form #: VWAD-1440RP 8/04 Previous Filing #: n/a	0.00	VWAD-1440RP 5-08.pdf
Approved	Advantage Registration w/ MPP	VWAD-1440RP-MPP	5/08	Other	Replaced	Replaced Form #: VWAD-1440 8/04 Previous Filing #: N/A	0.00	VWAD-1440RP-MPP 5-08.pdf
Approved	Advantage	VWAD-1440	5/08	Other	Replaced	Replaced Form #: VWAD-1440 0/04 Previous Filing #: N/A	0.00	VWAD-1440 5-08.pdf
Approved	Advantage Wrap	VWAD-1440WR	5/08	Other	Replaced	Replaced Form #: VWAD-1440WR 8/04 Previous Filing #: N/A	0.00	VWAD-1440WR 5-08.pdf
Approved	Advantage Toyota Service Contract	VWADTY-1440	5/08	Other	New		0.00	VWADTY-1440 5-08.pdf
Approved	Advantage Wrap Toyota	VWADTY-1440WR	5/08	Other	New		0.00	VWADTY-1440WR 5-08.pdf
Approved	Costguard Registration Page	VWCGD-1430RP	5/08	Other	Replaced	Replaced Form #: VWCGD-1430RP 1/05 Previous Filing #: N/A	0.00	VWCGD-RP1430 5-08.pdf
Approved	Costguard Registration Page w/ MPP	VWCGD-1430RP-MPP	5/08	Other	Replaced	Replaced Form #: VWCGD-RP1430-MPP (1/05)	0.00	VWCGD-RP1430-MPP 5-08.pdf

SERFF Tracking Number:	*PRTB-125704921*			*State:*	*Arkansas*		
Filing Company:	*Lyndon Property Insurance Company*			*State Tracking Number:*	*EFT $50*		
Company Tracking Number:	*ADV&CGD 08*						
TOI:	*33.0 Other Lines of Business*			*Sub-TOI:*	*33.0004 Service Contracts*		
Product Name:	*ADV&CGD 08*						
Project Name/Number:	*Independent Form Filing/*						

						Previous Filing #:		
Approved	Costguard Service Contract	VWCGD-1430	5/08	Other	Replaced	Replaced Form #: VWCGD-1430(Rev. 1/05) Previous Filing #: N/A	0.00	VWCGD-1430 5-08.pdf
Approved	Costguard Wrap	VWCGD-1430WRP	5/08	Other	Replaced	Replaced Form #: VWCGD-1430WRP (Rev. 1/05) Previous Filing #: N/A	0.00	VWCGD-1430WRP 5-08.pdf
Approved	Costguard Toyota	VWCGDTY-1430	5/08	Other	New		0.00	VWCGDTY-1430 5-08.pdf
Approved	Costguard Toyota Wrap	WVCGDTY-1430WRP	5/08	Other	New		0.00	VWCGDTY-1430WRP 5-08.pdf

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. AD40

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
			YEAR: / MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP	
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐	ADVANTAGE PREFERRED	☐	ADVANTAGE
☐	POWERTRAIN PLUS	☐	POWERTRAIN
☐	PREFERRED WRAP	☐	ADVANTAGE WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐	TURBO	☐	CONVERSION PKG.
☐	DIESEL	☐	ELECTRONICS PKG.
☐	BUSINESS USE	☐	MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature:_____ Date: _____ Dealer Representtive:_____

This completed Registration Page, together with Your Vehicle Service Contract Coverage Booklet, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma:
The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin:
Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-222-2721
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free 1-800-950-6060

VWAD-1440RP 5/08

For GMAC Use -

ADMINISTRATOR COPY

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. AD41

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
			YEAR: / MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP	
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ ADVANTAGE PREFERRED ☐ ADVANTAGE

☐ POWERTRAIN PLUS ☐ POWERTRAIN

☐ PREFERRED WRAP ☐ ADVANTAGE WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.

☐ DIESEL ☐ ELECTRONICS PKG.

☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____ Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract Coverage Booklet, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma:
The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin:
Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-222-2721
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free 1-800-950-6060

MPP - MAINTENANCE SERVICE PLAN AND OPTIONAL BENEFIT INFORMATION:

PLAN EFFECTIVE DATE	ODOMETER READING (ON CONTRACT EFFECTIVE DATE)	TOTAL PLAN PRICE	SALES TAX (IF APPLICABLE)	LIENHOLDER / ADDRESS

PLAN TERM: _____ MONTHS _____,000 MILES

MAINTENANCE SERVICE INTERVALS: ☐ PREMIUM OIL SURCHARGE

_____ INTERVALS EVERY _____ MILES

OPTIONAL MAINTENANCE BENEFIT PLAN CODES:
(CHECK EACH THAT APPLY)

☐ A-MPP ☐ D-PDR

☐ B-FWG ☐ E-RCR

☐ C-RTW

MAINTENANCE SERVICES TO BE PERFORMED BY: TELEPHONE

DEALER ADDRESS CITY STATE ZIP

I hereby acknowledge the purchase of this Maintenance Service Plan and Optional Benefit Coverage ("MPP Plan"), which is administered by the MPP Plan service provider at the office listed below. The MPP Plan services and benefits are separate and apart from the Contract Coverage shown above.

PURCHASER SIGNATURE: _____ DATE: _____

Maintenance Service Plan and Optional Benefit Coverage ("MPP Plan") information will be mailed to your address listed in the purchaser Information above within 4-6 weeks of the MPP Plan effective date. This MPP Plan is not part of this Contract. The MPP Plan material will be delivered separate from this Contract coverage materials. If you have questions, please contact the MPP Plan service provider as follows: For benefit claims and services Call: 1-800-555-5332. For customer service questions or cancellations call: 1-888-920-0091. Address: 4287 Beltline Road #198, Addison, TX 75001

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage booklet and Your completed Registration Page.

Contract Term: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The time period begins on the Contract effective date. If the Vehicle is covered under a NEW VEHICLE PLAN, the mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. If the Vehicle is covered under a PRE-OWNED VEHICLE PLAN, the expiration period for miles is determined by adding the mileage, in thousands of miles, for the Contract term chosen, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** All internal lubricated parts: engine block; cylinder head(s); exhaust manifold; expansion plugs; harmonic balancer; intake manifold; mounts; oil pan (**excluding drain plug related failures**); rotary engine rotor housing; timing belt/chain and tensioner; timing chain cover; valve cover(s); water pump; seals and gaskets within component group.
   Surcharged Coverage: Turbo: supercharger/turbocharger (**factory installed**).
   b. **Transmission:** (Automatic, Standard or Transfer Case): All internal lubricated parts within the transmission: cooler lines (**metal**); mounts; throttle valve cable; torque convertor; flywheel/flexplate; transmission and transfer case housing; transmission cooler; oil pan; vacuum modulator; external and internal control units; seals and gaskets.
   c. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/transaxle assembly including: axles and axle bearings; constant velocity joints; constant velocity boots; drive axle housing; drive shaft support; differential cover; hub bearings; front hub locking assemblies; drive shaft; universal joints; four wheel drive actuator; seals and gaskets.
   d. **Fluids:** Fluids will only be covered in conjunction with a covered repair.

2. **Powertrain Plus Coverage:**
   All parts listed in section E. item 1., "Powertrain Coverage", above in addition to the following parts:
   e. **Electrical:** Alternator; alternator voltage regulator; back up light

switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (the following electrical switches when manually or mechanically operated): brake light switch, defogger switch (**excludes rela**y), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).

f. **Fuel:** Fuel pump; fuel distributor; injectors: lines (**metal**); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
Surcharged Coverage: Diesel: accessory vacuum pump and injector pump.

g. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.

h. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets**.** A/C lines, A/C coil(s) (all types), dye, flushing liquids or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

i. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

3. **<u>Advantage Coverage:</u>**
All parts listed in section E. items 1 and 2., "Powertrain Coverage" and Powertrain Plus Coverage", above in addition to the following parts:

j. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

k. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

l. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast **(power factory installed only)**; burglar alarm (**factory installed**): relays, sensors and siren; convertible top

engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (power only); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (**excludes bulb and CRT display repairs**); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (**electric**): blower motor (**heater-A/C**) switch, burglar alarm switches (**factory installed**), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch; trunk lid release activator and motor; and window (**power**): gear, motor, regulator and lift tape.

4. **Advantage Preferred Coverage:**
   Any Breakdown of the Vehicle less the Deductible, except for items listed in section F., "EVENTS WHICH ARE NOT COVERED".

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact discplayer,rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth**

systems only). Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 5., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 5. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the**

Administrator;

11. Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
12. A Breakdown caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;
13. A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;
14. This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;
15. Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H., "EMERGENCY ROAD SERVICE COVERAGE"), wheel balancing, wiper arm(s) and wiper blades;
16. A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;
17. Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);
18. Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 5a., "Business Use"), snow plowing (including failures related to snow plowing and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;
19. A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is

subject to cancellation;

20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating ;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 5, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or

water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.

6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.

5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown**:**

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You

whether it wishes to exercise its right to inspect them.

d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
e. If claims service re-opens before repairs to the 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.

9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You

provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time

only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most

appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below

to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted

and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas: The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You

calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal

to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

c. The notice states the specific nature of the misrepresentation.

5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:

You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.

If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:

The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month

shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:

TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota:

This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi:

Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL

BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER

THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT

JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced

with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service

hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:

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

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

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

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

Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not

issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:

1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

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

Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the

return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City,

Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-

payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your

written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation

by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage booklet and Your completed Registration Page.

Contract Term: means the years or months and mileage this **Contract** is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. The time period, for NEW VEHICLE PLANS, begins on the **Contract** Effective Date. The time period, for PRE-OWNED VEHICLE PLANS, begins on the manufacturers original in-service date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **ADVANTAGE Wrap Coverage: (NOTE: Certified pre-owned vehicles must have factory certification to be eligible for Coverage)**
   a. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (**the following electrical switches when manually or mechanically operated**): brake light switch, defogger switch (excludes relay), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
   b. **Fuel:** Fuel pump; fuel distributor; injectors: lines (metal); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
   c. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.
   d. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction

control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets. A/C lines, A/C coil(s) (**all types**), dye, flushing liquids, or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

e. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

f. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

g. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

h. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast (**power factory installed only**); burglar alarm (factory installed): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (**power only**); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (excludes bulb and CRT display repairs); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (electric): blower motor (**heater-A/C**) switch, burglar alarm switches (factory installed), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch; trunk lid release activator and motor; and window (power): gear, motor, regulator and lift tape;

2. **PREFERRED Wrap Coverage**: Any Breakdown of the Vehicle less the Deductible, except:
   a. Parts including but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage), and;
   b. Those items listed in Section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles,

light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**

b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact discplayer, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**

c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global PositioningSystems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight**

assemblies, tail-light assemblies and CHMSL stop lamp assemblies;

2. Noises including rattles, squeaks and wind noises;
3. Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;
4. Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 3., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 3. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.
5. Any equipment not installed by the manufacturer;
6. Any vehicle in excess of one (1) ton rating;
7. A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;
8. Any Vehicle used for towing in excess of what is recommended by the manufacturer;
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.
10. Repairs and/or replacements not authorized in advance by the Administrator;
11. Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
12. A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;
13. A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;
14. This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;
15. Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers, and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission

clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE), wheel balancing, wiper arm(s) and wiper blades;

16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 3a., "Business Use"), snow plowing (including failures related to snow plowing and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1)ton rating or has right handed steering;**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper**

maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;

- **c. Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
- **d. Tires transferred from another vehicle;**
- **e. Tires, which do not have at least 3/32 inch tread depth remaining;**
- **f. Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1)ton rating;**
- **g. Damage to tires that does not affect their performance or safety; or**
- **h. Tires not retained by You for inspection by the Administrator.**

26. A Breakdown, or failure related to any Coverage provided under section E. item 3, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;

27. A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;

28. All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.

29. Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced.

Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown (includes powertrain failures covered under other warranties, service contrcts and insurance policies) occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will

reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown**:**

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect

the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).

4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and the Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by

You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republice Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).

3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party,
   the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:

The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted

in its entirety.

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced

with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a

claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a

claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60)

days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.

If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:

Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount

produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED.

THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND

THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE

SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:

Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:

The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.

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

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for

the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with

state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the

return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will

be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is

disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. AD47T

PURCHASER INFORMATION:				
PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER	
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION	
			YEAR:	MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP		
TELEPHONE	E-MAIL	TELEPHONE	MODEL:	
		V.I.N. # (17 CHARACTERS)		

VEHICLE SERVICE CONTRACT INFORMATION:					
CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	
CONTRACT TERM: _____ MONTHS _____ MILES		**SURCHARGED COVERAGE:** (CHECK ALL THAT APPLY) ☐ TURBO ☐ CONVERSION PKG. ☐ DIESEL ☐ ELECTRONICS PKG. ☐ BUSINESS USE ☐ MOBILITY EQP. PKG.			
COVERAGE PLAN: ☐ ADVANTAGE PREFERRED ☐ ADVANTAGE ☐ POWERTRAIN PLUS ☐ POWERTRAIN		LIENHOLDER ADDRESS, CITY, STATE, ZIP			

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature:_____ Date: _____ Dealer Representtive:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The time period begins on the Contract effective date. If the Vehicle is covered under a NEW VEHICLE PLAN, the mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. If the Vehicle is covered under a PRE-OWNED VEHICLE PLAN, the expiration period for miles is determined by adding the mileage, in thousands of miles, for the Contract term chosen, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** All internal lubricated parts: engine block; cylinder head(s); exhaust manifold; expansion plugs; harmonic balancer; intake manifold; mounts; oil pan (**excluding drain plug related failures**); rotary engine rotor housing; timing belt/chain and tensioner; timing chain cover; valve cover(s); water pump; seals and gaskets within component group. Surcharged Coverage: Turbo: supercharger/turbocharger (**factory installed**).
   b. **Transmission:** (Automatic, Standard or Transfer Case): All internal lubricated parts within the transmission: cooler lines (**metal**); mounts; throttle valve cable; torque convertor; flywheel/flexplate; transmission and transfer case housing; transmission cooler; oil pan; vacuum modulator; external and internal control units; seals and gaskets.
   c. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/transaxle assembly including: axles and axle bearings; constant velocity joints; constant velocity boots; drive axle housing; drive shaft support; differential cover; hub bearings; front hub locking assemblies; drive shaft; universal joints; four wheel drive actuator; seals and gaskets.

d. **Fluids:** Fluids will only be covered in conjunction with a covered repair.

2. **Powertrain Plus Coverage:**
All parts listed in section E. item 1., "Powertrain Coverage", above in addition to the following parts:
e. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (the following electrical switches when manually or mechanically operated): brake light switch, defogger switch (**excludes relay**), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
f. **Fuel:** Fuel pump; fuel distributor; injectors: lines (**metal**); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
Surcharged Coverage: Diesel: accessory vacuum pump and injector pump.
g. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.
h. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets**.** A/C lines, A/C coil(s) (all types), dye, flushing liquids or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.
i. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

3. **Advantage Coverage:**
All parts listed in section E. items 1 and 2., "Powertrain Coverage" and "Powertrain Plus Coverage", above in addition to the following parts:
j. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.
k. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.
l. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast **(power factory installed only)**; burglar alarm (**factory installed**): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (power only); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (**excludes bulb and CRT display repairs**); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (**electric**): blower motor (**heater-A/C**) switch, burglar alarm switches (**factory installed**), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch and window switches; trunk lid release activator and motor; and window (**power**): gear, motor, regulator and lift tape.

4. **Advantage Preferred Coverage:**
Any Breakdown of the Vehicle less the Deductible, except for items listed in section F., "EVENTS WHICH ARE NOT COVERED".

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Part replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED
THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:
1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rustor corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 5., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 5. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges,**

fuel surcharges or replacement of any parts not specified under the Coverage provided.

5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the Administrator;**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H., "EMERGENCY ROAD SERVICE COVERAGE"), wheel balancing, wiper arm(s) and wiper blades;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 5a. Business Use).
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating ;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 5, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the covered Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3)

days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.

9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective

proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California: The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado: Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is 19-05-VW600-0101.

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place

of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont: Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following

reasons:
a. Non-payment of the Contract price;
b. Material misrepresentation;
c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. AD51T

PURCHASER INFORMATION:				
PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER	
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION	
			YEAR:	MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP		
TELEPHONE	E-MAIL	TELEPHONE	MODEL:	
		V.I.N. # (17 CHARACTERS)		

VEHICLE SERVICE CONTRACT INFORMATION:					
CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	
CONTRACT TERM: _____ MONTHS _____ MILES		**SURCHARGED COVERAGE:** (CHECK ALL THAT APPLY) ☐ TURBO ☐ CONVERSION PKG. ☐ DIESEL ☐ ELECTRONICS PKG. ☐ BUSINESS USE ☐ MOBILITY EQP. PKG.			
COVERAGE PLAN: ☐ PREFERRED WRAP ☐ ADVANTAGE WRAP		LIENHOLDER ADDRESS, CITY, STATE, ZIP			

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature:_____ Date: _____ Dealer Representtive:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

CONTRACT TERM: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. The time period, for NEW VEHICLE PLANS, begins on the Contract Effective Date. The time period, for PRE-OWNED VEHICLE PLANS, begins on the manufacturers original in-service date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **ADVANTAGE Wrap Coverage: (NOTE: Certified pre-owned vehicles must have factory certification to be eligible for Coverage)**
   a. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (**the following electrical switches when manually or mechanically operated**): brake light switch, defogger switch (excludes relay), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
   b. **Fuel:** Fuel pump; fuel distributor; injectors: lines (metal); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
   c. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat;

heater control valve; seals and gaskets.

d. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets. A/C lines, A/C coil(s) (**all types**), dye, flushing liquids, or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

e. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

f. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

g. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

h. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast (**power factory installed only**); burglar alarm (factory installed): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (**power only**); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (excludes bulb and CRT display repairs); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (electric): blower motor (**heater-A/C**) switch, burglar alarm switches (factory installed), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch and window switches; trunk lid release activator and motor; and window (power): gear, motor, regulator and lift tape;

2. **PREFERRED Wrap Coverage**: Any Breakdown of the Vehicle less the Deductible, except:
   a. Parts including but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage), and;
   b. Those items listed in Section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 3., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 3. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the Administrator;**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).**

12. **A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers, and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE), wheel balancing, wiper arm(s) and wiper blades;
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 3a. Business Use).
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 3, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the covered Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this

Coverage.

3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts
   for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative

fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except

upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract

will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is 19-05-VW600-0101.

Connecticut:

The following is added to this 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:
<u>Used Vehicles with a sale price of $3,000 but less than $5,000</u>:
Provides coverage for 30 days or 1,500 miles, whichever comes first.
<u>Used Vehicles with a sale price of $5,000 or more:</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:

Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER

RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain

classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont: Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties

agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

CostGuard℠ You Deserve Peace of Mind

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG50

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
			YEAR: / MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP	
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*

DEDUCTIBLE OPTION:	VEHICLE PLAN:	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE
☐ $50 DISAPPEARING ☐ $100 ☐ $200	☐ NEW ☐ PROGRAM ☐ PRE-OWNED			

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐	COMPLETE	☐	PLUS
☐	BASIC	☐	POWERTRAIN
☐	COMPLETE WRAP	☐	PLUS WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐	TURBO	☐	CONVERSION PKG.
☐	DIESEL	☐	ELECTRONICS PKG.
☐	BUSINESS USE	☐	MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract Coverage Booklet, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

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VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG51

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
			YEAR: / MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP	
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW ☐ PROGRAM ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ COMPLETE	☐ PLUS
☐ BASIC	☐ POWERTRAIN
☐ COMPLETE WRAP	☐ PLUS WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO	☐ CONVERSION PKG.
☐ DIESEL	☐ ELECTRONICS PKG.
☐ BUSINESS USE	☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract holder Signature: _____ Date: _____ Dealer Representative: _____

This completed Registration Page, together with Your Vehicle Service Contract Coverage Booklet, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the VEHICLE.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

MPP - MAINTENANCE SERVICE PLAN AND OPTIONAL BENEFIT INFORMATION:

PLAN EFFECTIVE DATE	ODOMETER READING (ON CONTRACT EFFECTIVE DATE)	MPP PLAN PRICE	SALES TAX (IF APPLICABLE)	LIENHOLDER / ADDRESS

PLAN TERM: _____ MONTHS _____ ,000 MILES

MAINTENANCE SERVICE INTERVALS: ☐ PREMIUM OIL SURCHARGE

_____ INTERVALS EVERY _____ MILES

OPTIONAL MAINTENANCE BENEFIT PLAN CODES:
(CHECK EACH THAT APPLY)

☐ A-MPP	☐ D-PDR
☐ B-FWG	☐ E-RCR
☐ C-RTW	

MAINTENANCE SERVICES TO BE PERFORMED BY: TELEPHONE

DEALER ADDRESS CITY STATE ZIP

I hereby acknowledge the purchase of this Maintenance Service Plan and Optional Benefit Coverage ("MPP Plan"), which is administered by the MPP Plan service provider at the office listed below. The MPP Plan services and benefits are separate and apart from the Contract coverage shown above.

PURCHASER SIGNATURE: _____ DATE: _____

Maintenance Service Plan and Optional Benefit Coverage ("MPP Plan") information will be mailed to your address listed in the purchaser information above within 4-6 weeks of the MPP Plan effective date. This MPP Plan is not part of this Contract. The MPP Plan material will be delivered separate from this Contract coverage materials. If you have questions, please contact the MPP Plan service provider as follows: For benefit claims and services call: 1-800-555-5332. For customer service questions, or cancellations call: 1-888-920-0091. Address: 4287 Beltline Road #198, Addison, TX 75001

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage Booklet and Your completed Registration Page.

Contract Term: New Vehicles: The provisions of this CONTRACT commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Program/Late Model Used Vehicles: The provisions of this Contract begin on the Contract effective date and continue for either the period of years or months, or the number of miles as indicated in the Contract Term on the Registration Page, whichever occurs first. The expiration period for miles is determined by adding the mileage, in thousands of miles, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract

effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate

operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** Cylinder block, heads, all internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, timing chain/belt and gears, tensioner assembly, valves, valve springs, seats and guides, valve push rods and lifters, followers, oil pump. Primary fuel pump, fuel injection lines/rails, nozzles, injection pump, manifold absolute pressure and mass airflow sensors. Manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer. Valve covers, timing cover, oil pan, vacuum pump, engine mounts, water pump, **seals and gaskets for Covered Parts**.
   Rotary Engine: All parts listed above for gasoline engine, plus rotor seals, rotor chamber, eccentric shaft and bearings, and all other internal parts of a rotary engine.
   b. **Transmission:** Transmission case, all internal lubricated parts including: bands, clutch pack, gears, pumps, shafts, shift forks, shift rails, synchronizers, solenoids, torque converter, bell housing, vacuum modulator, transmission mounts and transmission pan. Includes transfer case, all internal lubricated parts, **seals and gaskets for Covered Parts**.

c. **Front/Rear Wheel Drive:** Axle/final drive housing, all internal lubricated parts, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft center bearings, propeller shafts, locking hub mechanisms, **seals and gaskets for Covered Parts**.

2. **Basic Coverage:** All parts listed in section E. item 1., "Powertrain Coverage", in addition to the following parts:
   d. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract**.
   e. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only**.
   f. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   g. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   h. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, and starter solenoid and ignition module.

3. **Plus Coverage:** All parts listed in section E. items 1. and 2. "Powertrain Coverage" and "Basic Coverage", in addition to the following parts:
   i. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   j. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   k. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge)**.
   l. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
   m. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/ transducer and amplifier.
   n. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel

tanks and fuel lines **(metal only)**, and fuel sending unit.

4. **Complete Coverage:** Any Breakdown of the Vehicle less the Deductible, **except for items listed below, and in section F., "EVENTS WHICH ARE NOT COVERED".**
   a. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
   b. **Noises including rattles, squeaks and wind noises;**
   c. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
   d. **Any loss or expense for adjustments, alignments, shop supplies and unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles, (unless covered under section E., item 5.b, "Conversion Package"), electronic transmitting devices, hazardous waste disposal, environmental fees, or replacement of any parts not specified under the Coverage provided;**
   e. **Scheduled maintenance and wear items, including but not limited to: belts, brake drums and rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter, friction materials, valve grinding, hoses, light bulbs, lenses, lubricants, oil sludging, manual transmission clutch disc, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE COVERAGE), wheel balancing and wiper blades.**

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and

handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**

c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 5., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 5. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**

9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of**

coolants or lubricants and thermostat failure;

17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 5.a., "Business Use"), snow plowing (including failures related to snow plowing, and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a Vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly, and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger**

cars and light duty trucks and any vehicle exceeding a one (1) ton rating;

g. Damage to tires that does not affect their performance or safety; or

h. Tires not retained by You for inspection by the Administrator.

26. A Breakdown, or failure related to any Coverage provided under section E, item 5, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;

27. A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;

28. All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;

29. Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract,

You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must

be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.

6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding

credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form)

with the two required signatures.

4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies

in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation,

whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser

amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the

Vehicle at the date of the request for cancellation will be required.

b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.

e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will

not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

c. The refund is paid within thirty (30) days of the date of cancellation.
d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
e. The notice states the specific grounds for the cancellation.

4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:

Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of

loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado: Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida: If applicable, the Florida Office of Insurance Regulation does not

regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising

the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.

If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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

<u>Used Vehicles with less than 25,000 miles at the time of sale</u>

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

<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>

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

<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been

charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION PROVISION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:

In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:

TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.

   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:

If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:

If You cancel this Contract within sixty (60) days of the effective date

of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

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

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

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

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

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

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

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

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.

Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT

THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL

NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN

ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a

refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska:

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a

refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service

hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

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

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

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

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

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

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

The following is added to section C, OUR RESPONSIBILITIES:

The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:

1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
<u>Used Vehicles with less than 36,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for

reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:

a. Non-payment of the Contract price;
b. Material misrepresentation;
c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:

No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced

by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An

administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage Booklet and Your completed Registration Page.

Contract Term: The provisions of this Contract commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term, on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **PLUS Wrap Coverage: (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage)**
   a. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract.**
   b. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only.**
   c. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   d. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   e. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, starter solenoid and ignition module.
   f. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   g. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   h. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge).**

i. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.

j. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.

k. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

2. **COMPLETE Wrap Coverage: Any Breakdown of the Vehicle less the Deductible, except:**
   - **a. Parts including, but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: Certified Pre-owned Vehicles must have factory certification to be eligible for coverage), and;**
   - **b. Those items listed in section F. "EVENTS WHICH ARE NOT COVERED."**

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   - a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   - b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   - c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from

performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 3., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 3. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage**

may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;

10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 3.a., "Business Use"), snow plowing (including failures related to snow plowing, and**

any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a Vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly, and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;

19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 3, "Optional Surcharged Coverage", unless optional**

Coverage has been selected on the Registration Page on the Contract effective date;

27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;**
29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this

Coverage.

2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by

the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.

2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours,

weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.

8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the

refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-

five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party,
   the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies

in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt

of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated

on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer

statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.

b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.

e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:

a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.

b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:

a. Notice of cancellation is mailed to You.

b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund

the entire Contract price paid. And administrative fee will not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

c. The refund is paid within thirty (30) days of the date of cancellation.
d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
e. The notice states the specific grounds for the cancellation.

4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:

Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or

has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.

If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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

<u>Used Vehicles with less than 25,000 miles at the time of sale</u>

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

<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>

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

<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional

protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the

following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

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

Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. **ARBITRATION:**

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (1) ONE BY US; (2) ONE BY YOU; AND (3) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU

AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK

REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60)

days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60)

days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first

seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

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

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

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

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

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

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

The following is added to section C, OUR RESPONSIBILITIES:

The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:

1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for

the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the

Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended

to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

CostGuard
You Deserve Peace of Mind

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG53T

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
			YEAR: / MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP	
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW ☐ PROGRAM ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ COMPLETE ☐ PLUS

☐ BASIC ☐ POWERTRAIN

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.

☐ DIESEL ☐ ELECTRONICS PKG.

☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: New Vehicles: The provisions of this CONTRACT commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Program/Late Model Used Vehicles: The provisions of this Contract begin on the Contract effective date and continue for either the period of years or months, or the number of miles as indicated in the Contract Term on the Registration Page, whichever occurs first. The expiration period for miles is determined by adding the mileage, in thousands of miles, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** Cylinder block, heads, all internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, timing chain/belt and gears, tensioner assembly, valves, valve springs, seats and guides, valve push rods and lifters, followers, oil pump. Primary fuel pump, fuel injection lines/rails, nozzles, injection pump, manifold absolute pressure and mass airflow sensors. Manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer. Valve covers, timing cover, oil pan, vacuum pump, engine mounts, water pump, **seals and gaskets for Covered Parts**.
   Rotary Engine: All parts listed above for gasoline engine, plus rotor seals, rotor chamber, eccentric shaft and bearings, and all other internal parts of a rotary engine.
   b. **Transmission:** Transmission case, all internal lubricated parts including: bands, clutch pack, gears, pumps, shafts, shift forks, shift rails, synchronizers, solenoids, torque converter, bell housing, vacuum modulator, transmission mounts and transmission pan. Includes transfer case, all internal lubricated parts, **seals and gaskets for Covered Parts**.
   c. **Front/Rear Wheel Drive:** Axle/final drive housing, all internal lubricated parts, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft center bearings, propeller shafts, locking hub mechanisms, **seals and gaskets for Covered Parts**.

2. **Basic Coverage:** All parts listed in section E. item 1., "Powertrain Coverage", in addition to the following parts:
   d. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract**.
   e. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only**.
   f. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   g. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   h. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, and starter solenoid and ignition module.

3. **Plus Coverage:** All parts listed in section E. items 1. and 2. "Powertrain Coverage" and "Basic Coverage", in addition to the following parts:
   i. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   j. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   k. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge)**.
   l. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
   m. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.
   n. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

4. **Complete Coverage:** Any Breakdown of the Vehicle less the Deductible, **except for items listed below, and in section F., "EVENTS WHICH ARE NOT COVERED".**
   a. Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;
   b. Noises including rattles, squeaks and wind noises;
   c. Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;
   d. Any loss or expense for adjustments, alignments, shop supplies and unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles, (unless covered under section E., item 5.b, "Conversion Package"), electronic transmitting devices, hazardous waste disposal, environmental fees, or replacement of any parts not specified under the Coverage provided;
   e. Scheduled maintenance and wear items, including but not limited to: belts, brake drums and rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter, friction materials, valve grinding, hoses, light bulbs, lenses, lubricants, oil sludging, manual transmission clutch disc, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE COVERAGE), wheel balancing and wiper blades.

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 5., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 5. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 5a. Business Use).**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 5, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic**

memory systems;

29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.

6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:
1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:
1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility

who may be responsible to You for the cost of repairs covered by this Contract.

2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
   e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
   f. The agreement to arbitrate will survive the termination of this Contract.

   IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer,

or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North

Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is

cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;

c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
a. Non-payment of the Contract price;
b. Material misrepresentation;
c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
d. Substantial breaches of contractual duties, conditions or warranties under this Contract.
If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

CostGuard
You Deserve Peace of Mind

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG55T

PURCHASER INFORMATION:				
PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER	
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION	
			YEAR:	MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP		
TELEPHONE	E-MAIL	TELEPHONE	MODEL:	
		V.I.N. # (17 CHARACTERS)		

VEHICLE SERVICE CONTRACT INFORMATION:					
CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW ☐ PROGRAM ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	
CONTRACT TERM: _____ MONTHS _____ MILES		**SURCHARGED COVERAGE:** (CHECK ALL THAT APPLY) ☐ TURBO ☐ CONVERSION PKG. ☐ DIESEL ☐ ELECTRONICS PKG. ☐ BUSINESS USE ☐ MOBILITY EQP. PKG.			
COVERAGE PLAN: ☐ COMPLETE WRAP ☐ PLUS WRAP		LIENHOLDER			
		ADDRESS, CITY, STATE, ZIP			

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: The provisions of this Contract commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term, on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **PLUS Wrap Coverage: (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage)**
   a. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract.**
   b. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only.**

c. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
d. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
e. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, starter solenoid and ignition module.
f. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
g. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
h. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge).**
i. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
j. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.
k. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

2. **COMPLETE Wrap Coverage: Any Breakdown of the Vehicle less the Deductible, except:**
   a. Parts including, but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: Certified Pre-owned Vehicles must have factory certification to be eligible for coverage), and;
   b. Those items listed in section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1)ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 3., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 3. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/ lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**

13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 3a. Business Use).**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 3, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;**
29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum

of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.

5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
   e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator

or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 6. is deleted in its entirety.

Section F. EVENTS WHICH ARE NOT COVERED, item 9. is amended by deleting the first sentence and replacing it with the following:
A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made after the Contract effective date.

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Section F. EVENTS WHICH ARE NOT COVERED, item 16. is deleted and replaced with the following:
A Breakdown caused by Your negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;

Section F. EVENTS WHICH ARE NOT COVERED, item 22. is deleted in its entirety.

Section Q. GENERAL PROVISIONS, item 3. Arbitration is amended by adding the following:
Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix 85018.

Arkansas:

The DEFINITIONS section is amended by adding the following:
Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

The following is added to Section Q. GENERAL PROVISIONS, item 2., Subrogation:
We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Section Q. GENERAL PROVISIONS, item 3. is amended to state that arbitration is voluntary and nonbinding.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted in its entirety.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.

b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
a. Notice of cancellation is mailed to You.
b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
c. The refund is paid within thirty (30) days of the date of cancellation.
d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
a. Notice of cancellation is mailed to You.
b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

The following is added to this 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:
<u>Used Vehicles with a sale price of $3,000 but less than $5,000</u>:
Provides coverage for 30 days or 1,500 miles, whichever comes first.
<u>Used Vehicles with a sale price of $5,000 or more:</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and

cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana:

Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US

HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this

Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to Us; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont: Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

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 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 WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Review Status: Approved 07/31/2008

Comments:
Transmittal

Attachment:
industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Cover Letter

Review Status: Approved 07/31/2008

Comments:
Cover Letter

Attachment:
Generic Letter LPIC.pdf

Effective January 1, 2006

FORM UT Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only

2.	Insurance Department Use only	
a.	Date the filing is received:	
b.	Analyst:	
c.	Disposition:	
d.	Date of disposition of the filing:	
e.	Effective date of filing:	
	New Business	
	Renewal Business	
f.	State Filing #:	
g.	SERFF Filing #:	
h.	Subject Codes	

3.	Group Name	Group NAIC #
	Protective	x

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Western Diversified Services, Inc.	MO	x	x

5.	Company Tracking Number	ADV & CGD 08

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Melodie Mollet, 14755 North Outer Forty Dr., Suite 400, St. Louis, MO 63304	Assistant Vice President	1-800-950-6060 X 5641	636-536-9341	melodie.mollet@protective.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Melodie Mollet

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)	Revised Core 03/08
13.	Filing Type	☐ Rate/Loss Cost ☐ Rules ☐ Rates/Rules ☐ Forms ☐ Combination Rates/Rules/Forms ☐ Withdrawal ☐ Other
14.	Effective Date(s) Requested	New: upon approval Renewa
15.	Reference Filing?	☑ Yes ☑ No
16.	Reference Organization (if applicable)	.
17.	Reference Organization # & Title	
18.	Company's Date of Filing	
19.	Status of filing in domicile	☑ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

F 777 (Ed. 1/06) **UNIFORM**

Property & Casualty Transmittal Document—

20.	**This filing transmittal is part of Company Tracking #**	RADV & CGD 08

21.	**Filing Description** [This area should be similar to the body of a cover letter and is free-form text]
This is a replacement filing please see cover letter	

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.)**

Effective March 1, 2007

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.)

1.	**This filing transmittal is part of Company Tracking #**	
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	

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	Advantage Registration Page	VWAD-1440RP 5/08	☐ New ☑ Replacement ☐ Withdrawn	Advantage Registration Page - VWAD-1440RP 8/04	
02	Advantage Registration Page w/ MPP	VWAD-1440RP-MPP 5/08	☐ New ☑ Replacement ☐ Withdrawn	Advantage Registration Page w/ MPP - VWAD-1440RP-MPP 8/04	
03	Advantage Service Contract	VWAD-1440 5/08	☐ New ☑ Replacement ☐ Withdrawn	Advantage Service Contract - VWAD-1440 8/04	
04	Advantage Wrap Service Contract	VWAD-1440WR 5/08	☐ New ☑ Replacement ☐ Withdrawn	Advantage Wrap Service Contract - VWAD-1440WR 8/04	
05	Advantage Toyota Service Contract	VWADTY-1440 5/08	☑ New ☐ Replacement ☐ Withdrawn		
06	Advantage Wrap Toyota Service Contract	VWADTY-1440WR 5/08	☑ New ☐ Replacement ☐ Withdrawn		
07	Costguard Registration Page	VWCGD-1430RP 5/08	☐ New ☑ Replacement ☐ Withdrawn	Costguard Registration Page - VWCGD-1430RP 1/05	
08	Costguard Registration Page w/ MPP	VWCGD-1430RP-MPP 5/08	☐ New ☑ Replacement ☐ Withdrawn	Costguard Registration Page w/ MPP - VWCGD-1430RP-MPP (1/05)	
09	Costguard Service Contract Costguard Wrap Service Contract	VWCGD-1430 5/08 VWCGD-1430WRP 5/08	☐ New ☑ Replacement ☐ Withdrawn	Costguard Service Contract - VWCGD-1430 (Rev. 1/05) Costguard Wrap Service Contract - VWCGD-1430WRP (Rev. 1/05)	
10	Costguard Toyota Service Contract Costguard Toyota Wrap Service Contract	VWCGDTY-1430 5/08 VWCGDTY-1430WRP 5/08	☑ New ☐ Replacement ☐ Withdrawn		

PC FFS-1

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Asset Protection Division
14755 North Outer Forty, Ste 400
Chesterfield, MO 63017
636-536-5600 / 800-950-6060

Protective

Re: **Lyndon Property Insurance Company**
NAIC # 0458/35769
FEIN # 43-1139865
Filing number- ADV&CGD 08
Independent Form Filing
Vehicle Service Contract Program
Advantage Registration Page - VWAD-1440RP 5/08
Advantage Registration Page w/ MPP - VWAD-1440RP-MPP 5/08
Advantage Service Contract - VWAD-1440 5/08
Advantage Wrap Service Contract - VWAD-1440WR 5/08
Advantage Toyota Service Contract - VWADTY-1440 5/08
Advantage Wrap Toyota Service Contract - VWADTY-1440WR 5/08
Costguard Registration Page - VWCGD-1430RP 5/08
Costguard Registration Page w/ MPP - VWCGD-1430RP-MPP 5/08
Costguard Service Contract - VWCGD-1430 5/08
Costguard Wrap Service Contract - VWCGD-1430WRP 5/08
Costguard Toyota Service Contract - VWCGDTY-1430 5/08
Costguard Toyota Wrap Service Contract - VWCGDTY-1430WRP 5/08

Dear Commissioner:

We are submitting the above-captioned forms for your review and approval. This filing replaces contracts previously approved by your department.

Filing Description for Cover Letter Advantage

The Advantage VSC product is a service contract that is sold in new and used car dealers. The Advantage contract has four levels of coverage; Powertrain, Powertrain Plus, Advantage and Advantage Preferred. These coverage levels offer component-based coverage in Powertrain, Powertrain Plus and Advantage, and exclusionary coverage in Advantage Preferred. These coverage levels offer ancillary benefits with roadside assistance, towing, rental reimbursement, and trip interruption coverage.

The Advantage Wrap program has an exclusionary coverage program (Preferred) and component based coverage (Advantage) that allows a customer to extend “bumper to bumper” coverage, from the factory, matching the off setting underlying extended powertrain warranty. The Advantage Wrap product pays for items other than parts in the engine, transmission, transfer case, and drive axles. This coverage is available on new and pre-owned certified used cars that have offsetting powertrain coverage offered from the manufacturer. The same ancillary benefits offered in Advantage apply to our

Asset Protection Division
14755 North Outer Forty, Ste 400
Chesterfield, MO 63017
636-536-5600 / 800-950-6060

Protective

Wrap program, roadside assistance, towing, rental reimbursement and trip interruption coverage.

Filing Description for Cover Letter CostGuard

The CostGuard VSC product is a service contract that is sold in new and used car dealers. The CostGuard contract has four levels of coverage; Powertrain, Basic, Plus and Complete. These coverage levels offer component-based coverage in Powertrain, Basic and Plus, and exclusionary coverage in Complete. These coverage levels offer ancillary benefits with roadside assistance, towing, rental reimbursement and trip interruption coverage.

The CostGuard Wrap program has an exclusionary coverage program (Complete) and component based coverage (Plus) that allows a customer to extend “bumper to bumper” coverage, from the factory, matching the off setting underlying extended powertrain warranty. The CostGuard Wrap product pays for items other than parts in the engine, transmission, transfer case, and drive axles. This coverage is available on new and pre-owned certified used cars that have offsetting powertrain coverage offered from the manufacturer. The same ancillary benefits offered in CostGuard apply to our Wrap program, roadside assistance, towing, rental reimbursement and trip interruption coverage.

Any logo, address and telephone number that appears on these forms may be subject to change.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or need additional information, call me at 1-800-950-6060, extension 5649. My fax number is 636-536-9349. Thank you for your time and consideration given to this submission.

Sincerely,

Melodie D. Mollet

Digitally signed by Melodie D. Mollet
DN: cn=Melodie D. Mollet, email=melodie.mollet@protective.com, c=US
Date: 2008.07.09 08:43:26 -05'00'

Melodie Mollet
Melodie.Mollet@protective.com

SERFF Tracking Number:	*PRTB-125704921*	*State:*	*Arkansas*
Filing Company:	*Lyndon Property Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*ADV&CGD 08*		
TOI:	*33.0 Other Lines of Business*	*Sub-TOI:*	*33.0004 Service Contracts*
Product Name:	*ADV&CGD 08*		
Project Name/Number:	*Independent Form Filing/*		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Advantage	07/07/2008	VWAD-1440 5-08.pdf
No original date	Form	Advantage Wrap	07/07/2008	VWAD-1440WR 5-08.pdf
No original date	Form	Advantage Toyota Service Contract	07/07/2008	VWADTY-1440 5-08.pdf
No original date	Form	Advantage Wrap Toyota	07/07/2008	VWADTY-1440WR 5-08.pdf
No original date	Form	Costguard Service Contract	07/07/2008	VWCGD-1430 5-08.pdf
No original date	Form	Costguard Wrap	07/07/2008	VWCGD-1430WRP 5-08.pdf
No original date	Form	Costguard Toyota	07/07/2008	VWCGDTY-1430 5-08.pdf
No original date	Form	Costguard Toyota Wrap	07/07/2008	VWCGDTY-1430WRP 5-08.pdf

Dear John Q Sample,

At Protective Your Contract needs are Our primary concern. You will find key Coverage and procedure information within this Contract. At the time You purchased this Contract, You should have received a Contract Registration Page from the Dealer. If not, please contact the Dealer to obtain a copy. If, upon reviewing this Contract, You find that the Contract terms are not what You expected, please contact the Administrator.

For Your assistance, We have provided two Contract identification cards that You will find affixed to the back cover of this Coverage booklet. If the Vehicle has a Breakdown and You do not have Your identification card with You, please reference the following when filing a claim:

Vehicle VIN/ID/Serial Number:
***6VHB16315**

Deductible:
$100

Contract number:
AD40 100100

Contract effective date:
01/01/08

Coverage plan name:
Advantage

Contract Term:
36 *Months* **36,000** *Miles*

For complete information in regard to how to file a claim, please refer to section K., "HOW TO SUBMIT A CLAIM", of this Contract.

We look forward to serving Your Contract needs and if You have any questions do not hesitate to contact the Administrator at 800.222.2721 for claims service or the processing department at 800.526.5840 for transfer or cancellation questions. If You are in need of emergency road service coverage call 800.201.2411.

Sincerely,
Protective

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage booklet and Your completed Registration Page.

Contract Term: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The time period begins on the Contract effective date. If the Vehicle is covered under a NEW VEHICLE PLAN, the mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. If the Vehicle is covered under a PRE-OWNED VEHICLE PLAN, the expiration period for miles is determined by adding the mileage, in thousands of miles, for the Contract term chosen, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** All internal lubricated parts: engine block; cylinder head(s); exhaust manifold; expansion plugs; harmonic balancer; intake manifold; mounts; oil pan (**excluding drain plug related failures**); rotary engine rotor housing; timing belt/chain and tensioner; timing chain cover; valve cover(s); water pump; seals and gaskets within component group.
   Surcharged Coverage: Turbo: supercharger/turbocharger (**factory installed**).
   b. **Transmission:** (Automatic, Standard or Transfer Case): All internal lubricated parts within the transmission: cooler lines (**metal**); mounts; throttle valve cable; torque convertor; flywheel/flexplate; transmission and transfer case housing; transmission cooler; oil pan; vacuum modulator; external and internal control units; seals and gaskets.
   c. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/transaxle assembly including: axles and axle bearings; constant velocity joints; constant velocity boots; drive axle housing; drive shaft support; differential cover; hub bearings; front hub locking assemblies; drive shaft; universal joints; four wheel drive actuator; seals and gaskets.
   d. **Fluids:** Fluids will only be covered in conjunction with a covered repair.

2. **Powertrain Plus Coverage:**
   All parts listed in section E. item 1., "Powertrain Coverage", above in addition to the following parts:
   e. **Electrical:** Alternator; alternator voltage regulator; back up light

switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (the following electrical switches when manually or mechanically operated): brake light switch, defogger switch (**excludes relay**), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).

f. **Fuel:** Fuel pump; fuel distributor; injectors: lines (**metal**); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
Surcharged Coverage: Diesel: accessory vacuum pump and injector pump.

g. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.

h. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets**.** A/C lines, A/C coil(s) (all types), dye, flushing liquids or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

i. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

3. **<u>Advantage Coverage:</u>**
All parts listed in section E. items 1 and 2., "Powertrain Coverage" and Powertrain Plus Coverage", above in addition to the following parts:

j. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

k. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

l. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast **(power factory installed only)**; burglar alarm (**factory installed**): relays, sensors and siren; convertible top

engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (power only); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (**excludes bulb and CRT display repairs**); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (**electric**): blower motor (**heater-A/C**) switch, burglar alarm switches (**factory installed**), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch; trunk lid release activator and motor; and window (**power**): gear, motor, regulator and lift tape.

4. **Advantage Preferred Coverage:**
   Any Breakdown of the Vehicle less the Deductible, except for items listed in section F., "EVENTS WHICH ARE NOT COVERED".

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating **(NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact discplayer,rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth**

systems only). Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 5., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 5. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the**

Administrator;

11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H., "EMERGENCY ROAD SERVICE COVERAGE"), wheel balancing, wiper arm(s) and wiper blades;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 5a., "Business Use"), snow plowing (including failures related to snow plowing and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is**

subject to cancellation;

20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating ;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 5, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or

water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.

6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.

5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown**:**

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You

whether it wishes to exercise its right to inspect them.

d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.

e. If claims service re-opens before repairs to the 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.

9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You

provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time

only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most

appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below

to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy

of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the

Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.

e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of

cancellation.

d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.

e. The notice states the specific grounds for the cancellation.

4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy

number is A19CO405-0708.

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida: If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third

party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:

You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.

If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:

The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel**

component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not

incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:

TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.

   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:

If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:

If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

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

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

Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY

OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION

TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE

SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has

been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first

seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:

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

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an

automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:

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

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

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

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

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

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

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:

The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

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

Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not

incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such

proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

Dear John Q Sample,

At Protective Your Contract needs are Our primary concern. You will find key Coverage and procedure information within this Contract. At the time You purchased this Contract, You should have received a Contract Registration Page from the Dealer. If not, please contact the Dealer to obtain a copy. If, upon reviewing this Contract, You find that the Contract terms are not what You expected, please contact the Administrator.

For Your assistance, We have provided two Contract identification cards that You will find affixed to the back cover of this Coverage booklet. If the Vehicle has a Breakdown and You do not have Your identification card with You, please reference the following when filing a claim:

Vehicle VIN/ID/Serial Number:	Deductible:
***6VHB16315**	**$100**
Contract number:	Contract effective date:
AD40 100100	**01/01/08**
Coverage plan name:	Contract Term:
Advantage	**36** *Months* **36,000** *Miles*

For complete information in regard to how to file a claim, please refer to section K., "HOW TO SUBMIT A CLAIM", of this Contract.

We look forward to serving Your Contract needs and if You have any questions do not hesitate to contact the Administrator at 800.222.2721 for claims service or the processing department at 800.526.5840 for transfer or cancellation questions. If You are in need of emergency road service coverage call 800.201.2411.

Sincerely,
Protective

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage booklet and Your completed Registration Page.

Contract Term: means the years or months and mileage this **Contract** is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. The time period, for NEW VEHICLE PLANS, begins on the **Contract** Effective Date. The time period, for PRE-OWNED VEHICLE PLANS, begins on the manufacturers original in-service date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **ADVANTAGE Wrap Coverage: (NOTE: Certified pre-owned vehicles must have factory certification to be eligible for Coverage)**
   a. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (**the following electrical switches when manually or mechanically operated**): brake light switch, defogger switch (excludes relay), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
   b. **Fuel:** Fuel pump; fuel distributor; injectors: lines (metal); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
   c. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.
   d. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction

control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets. A/C lines, A/C coil(s) (**all types**), dye, flushing liquids, or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

e. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

f. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

g. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

h. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast (**power factory installed only**); burglar alarm (factory installed): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (**power only**); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (excludes bulb and CRT display repairs); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (electric): blower motor (**heater-A/C**) switch, burglar alarm switches (factory installed), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch; trunk lid release activator and motor; and window (power): gear, motor, regulator and lift tape;

2. **PREFERRED Wrap Coverage**: Any Breakdown of the Vehicle less the Deductible, except:
   a. Parts including but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage), and;
   b. Those items listed in Section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles,

light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**

b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact discplayer,rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**

c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global PositioningSystems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight**

assemblies, tail-light assemblies and CHMSL stop lamp assemblies;

2. Noises including rattles, squeaks and wind noises;
3. Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;
4. Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 3., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 3. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.
5. Any equipment not installed by the manufacturer;
6. Any vehicle in excess of one (1) ton rating;
7. A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;
8. Any Vehicle used for towing in excess of what is recommended by the manufacturer;
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.
10. Repairs and/or replacements not authorized in advance by the Administrator;
11. Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
12. A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;
13. A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;
14. This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;
15. Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers, and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission

clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE), wheel balancing, wiper arm(s) and wiper blades;

16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 3a., "Business Use"), snow plowing (including failures related to snow plowing and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1)ton rating or has right handed steering;**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper**

maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;

- **c. Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
- **d. Tires transferred from another vehicle;**
- **e. Tires, which do not have at least 3/32 inch tread depth remaining;**
- **f. Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1)ton rating;**
- **g. Damage to tires that does not affect their performance or safety; or**
- **h. Tires not retained by You for inspection by the Administrator.**

26. A Breakdown, or failure related to any Coverage provided under section E. item 3, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;

27. A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;

28. All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.

29. Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced.

Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown (includes powertrain failures covered under other warranties, service contrcts and insurance policies) occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will

reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown**:**

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect

the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).

4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and the Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by

You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republice Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).

3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party,
   the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:

The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by

deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

California: The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative

fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the

misrepresentation.

5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

The following is added to this 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 this Contract: In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer

warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid,

whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material

misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your

written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.

If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:

If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland:

Section L. CONTRACT CANCELLATION, item 1., is amended by the following:

If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts:

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

<u>Used Vehicles with less than 40,000 miles at the time of sale</u>

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

<u>Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale</u>

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

<u>Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale</u>

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

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been

charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING

THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN

NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION

HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:

The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.

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

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:

Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date

of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have

elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim

has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

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

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

Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.
Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or

c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;

b. Material misrepresentation;
c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:

No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars

($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. AD47T

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
CITY, STATE, ZIP		CITY, STATE, ZIP	YEAR: / MAKE:
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ ADVANTAGE PREFERRED ☐ ADVANTAGE

☐ POWERTRAIN PLUS ☐ POWERTRAIN

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.

☐ DIESEL ☐ ELECTRONICS PKG.

☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature:_____ Date: _____ Dealer Representtive:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
n Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
n Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The time period begins on the Contract effective date. If the Vehicle is covered under a NEW VEHICLE PLAN, the mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. If the Vehicle is covered under a PRE-OWNED VEHICLE PLAN, the expiration period for miles is determined by adding the mileage, in thousands of miles, for the Contract term chosen, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** All internal lubricated parts: engine block; cylinder head(s); exhaust manifold; expansion plugs; harmonic balancer; intake manifold; mounts; oil pan (**excluding drain plug related failures**); rotary engine rotor housing; timing belt/chain and tensioner; timing chain cover; valve cover(s); water pump; seals and gaskets within component group. Surcharged Coverage: Turbo: supercharger/turbocharger (**factory installed**).
   b. **Transmission:** (Automatic, Standard or Transfer Case): All internal lubricated parts within the transmission: cooler lines (**metal**); mounts; throttle valve cable; torque convertor; flywheel/flexplate; transmission and transfer case housing; transmission cooler; oil pan; vacuum modulator; external and internal control units; seals and gaskets.
   c. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/transaxle assembly including: axles and axle bearings; constant velocity joints; constant velocity boots; drive axle housing; drive shaft support; differential cover; hub bearings; front hub locking assemblies; drive shaft; universal joints; four wheel drive actuator; seals and gaskets.

d. **Fluids:** Fluids will only be covered in conjunction with a covered repair.

2. **Powertrain Plus Coverage:**
All parts listed in section E. item 1., "Powertrain Coverage", above in addition to the following parts:
   e. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (the following electrical switches when manually or mechanically operated): brake light switch, defogger switch (**excludes rela**y), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
   f. **Fuel:** Fuel pump; fuel distributor; injectors: lines (**metal**); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
   Surcharged Coverage: Diesel: accessory vacuum pump and injector pump.
   g. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat; heater control valve; seals and gaskets.
   h. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets**.** A/C lines, A/C coil(s) (all types), dye, flushing liquids or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.
   i. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

3. **Advantage Coverage:**
All parts listed in section E. items 1 and 2., "Powertrain Coverage" and "Powertrain Plus Coverage", above in addition to the following parts:
   j. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.
   k. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.
   l. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast **(power factory installed only)**; burglar alarm (**factory installed**): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (power only); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (**excludes bulb and CRT display repairs**); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (**electric**): blower motor (**heater-A/C**) switch, burglar alarm switches (**factory installed**), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch and window switches; trunk lid release activator and motor; and window (**power**): gear, motor, regulator and lift tape.

4. **Advantage Preferred Coverage:**
Any Breakdown of the Vehicle less the Deductible, except for items listed in section F., "EVENTS WHICH ARE NOT COVERED".

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Part replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rustor corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 5., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 5. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges,**

fuel surcharges or replacement of any parts not specified under the Coverage provided.

5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the Administrator;**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H., "EMERGENCY ROAD SERVICE COVERAGE"), wheel balancing, wiper arm(s) and wiper blades;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 5a. Business Use).
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating ;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 5, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the covered Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3)

days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.

9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective

proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona: Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

California: The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles,

in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is 19-05-VW600-0101.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana:

Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa:

Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas:

Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR

DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana: The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased

beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned

Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. **AD51T**

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
CITY, STATE, ZIP		CITY, STATE, ZIP	YEAR: / MAKE:
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 ☐ $100 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW (INCLUDES EXTENDED ELIGIBILITY) ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ PREFERRED WRAP ☐ ADVANTAGE WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.
☐ DIESEL ☐ ELECTRONICS PKG.
☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature:_____ Date: _____ Dealer Representtive:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract. Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

CONTRACT TERM: means the years or months and mileage this Contract is in-force, for the Coverage selected on the Registration Page, whichever period expires first and includes the time period and mileage, if any, covered by the manufacturer's warranty. The mileage period expires when the total odometer mileage, in thousands of miles, reaches the mileage limitation shown on the Registration Page. The time period, for NEW VEHICLE PLANS, begins on the Contract Effective Date. The time period, for PRE-OWNED VEHICLE PLANS, begins on the manufacturers original in-service date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **ADVANTAGE Wrap Coverage: (NOTE: Certified pre-owned vehicles must have factory certification to be eligible for Coverage)**
   a. **Electrical:** Alternator; alternator voltage regulator; back up light switch; distributor: bushings, gear, housing and shaft (**excludes cap, rotor and spark plug wires**); horns; ignition coil; oil pressure sending unit; main engine wiring harness; ignition module and main electronic control unit; powertrain control module; starter motor, solenoid and starter drive; switches (**the following electrical switches when manually or mechanically operated**): brake light switch, defogger switch (excludes relay), headlight dimmer switch, headlight switch, ignition switch, mirror switch (**power**), turn signal switch, washer pump switch, window switches and wiper switch; power mirror motor, washer pump motor; and wiper motor (**front and rear**).
   b. **Fuel:** Fuel pump; fuel distributor; injectors: lines (metal); pressure regulator; rail; tank; fuel tank sending unit; throttle body; idle speed or automatic idle speed assemblies; warm up regulator; seals and gaskets.
   c. **Cooling System:** Electric cooling fan motor: blade assembly and fan clutch; radiator; belt tensioner; heater core; thermostat;

heater control valve; seals and gaskets.

d. **Air Conditioning:** Accumulator; blower motor; compressor: clutch, internal parts and pulley assembly; condenser; idler pulley and bearings; receiver/dryer; evaporator; orifice tube; POA valve; suction control devices; thermostatic expansion valve; high/low compressor cutoff switch; pressure cycling switch; seals and gaskets. A/C lines, A/C coil(s) (**all types**), dye, flushing liquids, or refrigerant(s) are covered ONLY if needed in conjunction with the repair of an above listed part.

e. **Brakes:** Master cylinder; power brake cylinder; vacuum assist booster; hydro boost; disc brake caliper; wheel cylinders; compensating valve; brake hydraulic lines and fittings; hydraulic control unit; seals and gaskets. The following ABS parts are also covered: electronic control processor; wheel speed sensors; hydraulic pump/motor assembly; pressure modulator valve/isolation dump valve; accumulator; seals and gaskets.

f. **Front Suspension:** Ball joints; control arm: bearings, bushings and shafts; torsion bars, mounts and bushings; stabilizer bar, radius arm and bushings; height sensor; mode switch; spindles; McPherson struts (**front only and excludes springs**) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets.

g. **Steering:** All internal lubricated parts within the steering gear and power steering pump; power steering hoses and couplings; intermediate shaft and main shaft; steering gear and pump housing; pitman arm; idler arm; tie rod ends; drag link; tilt wheel mechanism; rack and pinion gear and housing; seals and gaskets.

h. **High-Tech Package:** Air conditioning: power module, controller and relay; antenna motor and mast (**power factory installed only**); burglar alarm (factory installed): relays, sensors and siren; convertible top engagement switch and motor; cruise control: module and electronic servo/transducer and amplifier; door lock actuators/solenoids (**power only**); head lamp door motors (**only**); air conditioning and heating dash control unit/temperature control programmer (**excludes cathode-ray tube "CRT" display**); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (excludes bulb and CRT display repairs); keyless entry system; level control (**electronic only**): sensors, limiter valves and compressor; power seat motor and transmission; sunroof motor; switches (electric): blower motor (**heater-A/C**) switch, burglar alarm switches (factory installed), cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch and window switches; trunk lid release activator and motor; and window (power): gear, motor, regulator and lift tape;

2. **PREFERRED Wrap Coverage**: Any Breakdown of the Vehicle less the Deductible, except:
   a. Parts including but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage), and;
   b. Those items listed in Section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, including: adhesives, convertible tops, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, paint, bright metals, sealed beams, convertible tops including fabric and frame, headlight assemblies, tail-light assemblies and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E. item 3., "OPTIONAL SURCHARGED COVERAGE") electronic transmitting devices (unless covered under section E. item 3. "OPTIONAL SURCHARGED COVERAGE"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided.**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part ;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**
10. **Repairs and/or replacements not authorized in advance by the Administrator;**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).**

12. **A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers, and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, exhaust pipe system, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, light bulbs, L.E.D.s, illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE), wheel balancing, wiper arm(s) and wiper blades;
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists, (i.e. overheating);**
18. Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 3a. Business Use).
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol or RFG;**
25. **For tire road hazard coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE", item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicles exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E. item 3, "OPTIONAL SURCHARGED COVERAGE," unless optional coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems.**
29. **Heated/cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids.**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the covered Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars ($300). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this

Coverage.

3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts
   for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For covered claims after business hours or weekends and holidays that are under $500, please follow the instructions in item 8 of this section and call the claims service at (800) 222-2721. For claims over $500, contact the claims service the next business day during normal business hours.
8. INSTRUCTIONS:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 222-2721.
   c. Save all replaced Covered Parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative

fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 222-2721, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except

upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska:

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of

miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
d. The notice states the specific grounds for the cancellation.

3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is 19-05-VW600-0101.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana:

Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa:

Section L. Contract CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas:

Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky:

Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars ($100) per day for a maximum of three (3) days (total benefit per occurrence

of three hundred dollars ($300). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT

YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska:

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire:

Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or

c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage Booklet and Your completed Registration Page.

Contract Term: New Vehicles: The provisions of this CONTRACT commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Program/Late Model Used Vehicles: The provisions of this Contract begin on the Contract effective date and continue for either the period of years or months, or the number of miles as indicated in the Contract Term on the Registration Page, whichever occurs first. The expiration period for miles is determined by adding the mileage, in thousands of miles, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract

effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate

operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** Cylinder block, heads, all internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, timing chain/belt and gears, tensioner assembly, valves, valve springs, seats and guides, valve push rods and lifters, followers, oil pump. Primary fuel pump, fuel injection lines/rails, nozzles, injection pump, manifold absolute pressure and mass airflow sensors. Manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer. Valve covers, timing cover, oil pan, vacuum pump, engine mounts, water pump, **seals and gaskets for Covered Parts**.
   Rotary Engine: All parts listed above for gasoline engine, plus rotor seals, rotor chamber, eccentric shaft and bearings, and all other internal parts of a rotary engine.
   b. **Transmission:** Transmission case, all internal lubricated parts including: bands, clutch pack, gears, pumps, shafts, shift forks, shift rails, synchronizers, solenoids, torque converter, bell housing, vacuum modulator, transmission mounts and transmission pan. Includes transfer case, all internal lubricated parts, **seals and gaskets for Covered Parts**.

c. **Front/Rear Wheel Drive:** Axle/final drive housing, all internal lubricated parts, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft center bearings, propeller shafts, locking hub mechanisms, **seals and gaskets for Covered Parts**.

2. **Basic Coverage:** All parts listed in section E. item 1., "Powertrain Coverage", in addition to the following parts:
   d. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract**.
   e. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only**.
   f. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   g. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   h. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, and starter solenoid and ignition module.

3. **Plus Coverage:** All parts listed in section E. items 1. and 2. "Powertrain Coverage" and "Basic Coverage", in addition to the following parts:
   i. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   j. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   k. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge)**.
   l. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
   m. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/ transducer and amplifier.
   n. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel

tanks and fuel lines **(metal only)**, and fuel sending unit.

4. **Complete Coverage:** Any Breakdown of the Vehicle less the Deductible, **except for items listed below, and in section F., "EVENTS WHICH ARE NOT COVERED".**
   a. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
   b. **Noises including rattles, squeaks and wind noises;**
   c. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
   d. **Any loss or expense for adjustments, alignments, shop supplies and unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles, (unless covered under section E., item 5.b, "Conversion Package"), electronic transmitting devices, hazardous waste disposal, environmental fees, or replacement of any parts not specified under the Coverage provided;**
   e. **Scheduled maintenance and wear items, including but not limited to: belts, brake drums and rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter, friction materials, valve grinding, hoses, light bulbs, lenses, lubricants, oil sludging, manual transmission clutch disc, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE COVERAGE), wheel balancing and wiper blades.**

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and

handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**

c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 5., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 5. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**

9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of**

coolants or lubricants and thermostat failure;

17. Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);
18. Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 5.a., "Business Use"), snow plowing (including failures related to snow plowing, and any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a Vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly, and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;
19. A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;
20. Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;
21. A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;
22. Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;
23. A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;
24. Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;
25. For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:
    a. Tire damage incurred outside the United States, its territories, possessions or Canada;
    b. Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;
    c. Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;
    d. Tires transferred from another vehicle;
    e. Tires, which do not have at least 3/32 inch, tread depth remaining;
    f. Tires mounted on Vehicles other than on-road use, private passenger

cars and light duty trucks and any vehicle exceeding a one (1) ton rating;

g. Damage to tires that does not affect their performance or safety; or

h. Tires not retained by You for inspection by the Administrator.

26. A Breakdown, or failure related to any Coverage provided under section E, item 5, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;

27. A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;

28. All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;

29. Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract,

You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must

be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.

6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding

credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form)

with the two required signatures.

4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies

in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation,

whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit

per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof,

the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven

prior to cancellation, less the amount of any claims paid prior to cancellation.

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the

manufacturer; or

c. The odometer has been tampered with or disabled and You fail to repair the odometer.

d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.

If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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

<u>Used Vehicles with less than 25,000 miles at the time of sale</u>

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

<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:

Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. Contract CANCELLATION PROVISION, item 1. is amended by the following:

If this Contract is cancelled by You within the first sixty (60)

days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars

($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of

this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY

AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE

AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF

COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:

Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:

The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.

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

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska:

Section O. OUR PERFORMANCE is deleted and replaced with the following:

Our performance for Breakdowns under this Contract is fully

guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return

of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An

administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
<u>Used Vehicles with less than 36,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional

protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not

required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:

The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:

You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:

If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:

No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:

If the Administrator cancels this Contract for any reason other than

non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

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THIS VEHICLE SERVICE CONTRACT COVERAGE BOOKLET, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

DEFINITIONS

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract Coverage Booklet and Your completed Registration Page.

Contract Term: The provisions of this Contract commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term, on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

LIMITS OF LIABILITY

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

OUR RESPONSIBILITIES

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

LIST OF COVERED PARTS

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **PLUS Wrap Coverage: (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage)**
   a. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract.**
   b. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only.**
   c. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   d. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   e. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, starter solenoid and ignition module.
   f. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   g. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   h. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge).**

i. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.

j. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.

k. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

2. **COMPLETE Wrap Coverage: Any Breakdown of the Vehicle less the Deductible, except:**
   - **a. Parts including, but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: Certified Pre-owned Vehicles must have factory certification to be eligible for coverage), and;**
   - **b. Those items listed in section F. "EVENTS WHICH ARE NOT COVERED."**

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   - a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   - b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   - c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from

performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**

d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

EVENTS WHICH ARE NOT COVERED

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 3., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 3. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage**

may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;

10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any vehicle used in a commercial manner including but not limited to: delivery purposes (unless covered under section E., item 3.a., "Business Use"), snow plowing (including failures related to snow plowing, and**

any snow plow equipment or assembly), rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, police, emergency service, fleet vehicles driven by multiple users or a Vehicle used for competitive or off road racing, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly, and tool box beds. If the Vehicle is a step van, high cube van or box body, cab & chassis or other incomplete vehicle exceeding a one (1) ton rating or has right handed steering;

19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 3, "Optional Surcharged Coverage", unless optional**

Coverage has been selected on the Registration Page on the Contract effective date;

27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;**
29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

SUBSTITUTE TRANSPORTATION COVERAGE

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) for every eight (8) labor hours, or fraction thereof, (first 8 hours will be eligible for two (2) days of substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty. This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

EMERGENCY ROAD SERVICE COVERAGE

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this

Coverage.

2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. **(Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

TOWING COVERAGE

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

YOUR RESPONSIBILITIES

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by

the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.

2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

HOW TO SUBMIT A CLAIM

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours,

weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.

8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

CONTRACT CANCELLATION

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the

refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35). If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

CONTINUATION OF COVERAGE

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

WHO TO CONTACT

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

OUR PERFORMANCE

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

TRANSFER OF CONTRACT

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-

five (45) days after change of ownership, the transferee should notify the Administrator.

GENERAL PROVISIONS

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies

in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

STATE AMENDMENTS

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
The administrative fee is revised to twenty-five dollars ($25).

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed thirty-five dollars ($35).

The refund will be returned within forty-five (45) days of receipt

of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona:

Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, items 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

California:

The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would

have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the

number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

      If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in

thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of thirty-five ($35.00) dollars or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the

manufacturer; or

c. The odometer has been tampered with or disabled and You fail to repair the odometer.

d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the thirty-five dollar ($35) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.

If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;

The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho: The following provision is added to section P, GENERAL PROVISIONS:

Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or thirty-five dollars ($35), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to

cancellation, less an administrative fee of thirty-five dollars ($35).

Section L. CONTRACT CANCELLATION, item 2. is amended by deleting the following:
If the Administrator has paid any claims, the amount of refund will be reduced by the amount of the claims paid or considered fully earned if the claims paid are more than the amount of the refund.

Maryland:

Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota:

This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the

insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (1) ONE BY US; (2) ONE BY YOU; AND (3) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING

THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST THE US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION,

THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY

DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska:

Section O. OUR PERFORMANCE is deleted and replaced with the

following:

Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:

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

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled

within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed thirty-five dollars ($35).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:

1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, items 1. is amended as follows:
The administrative fee is revised to twenty-five dollars ($25).

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The administrative fee is revised to twenty-five dollars ($25).
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item

2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:

a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the

Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:

2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:

10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced

with the following:

6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of thirty-five dollars ($35). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of thirty-five dollars ($35).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of thirty-five dollars ($35).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the

return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

MAINTENANCE SCHEDULE

DATE SERVICED	SERVICE PERFORMED	NAME, ADDRESS & PHONE # OF SERVICER	REPAIR ORDER #	MILEAGE (IF APPLICABLE)

CostGuard℠
You Deserve Peace of Mind

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG53T

PURCHASER INFORMATION:

PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION
CITY, STATE, ZIP		CITY, STATE, ZIP	YEAR: / MAKE:
TELEPHONE	E-MAIL	TELEPHONE	MODEL:
		V.I.N. # (17 CHARACTERS)	

VEHICLE SERVICE CONTRACT INFORMATION:

CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*

DEDUCTIBLE OPTION:	VEHICLE PLAN:	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE
☐ $50 DISAPPEARING ☐ $100 ☐ $200	☐ NEW ☐ PROGRAM ☐ PRE-OWNED			

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ COMPLETE ☐ PLUS
☐ BASIC ☐ POWERTRAIN

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.
☐ DIESEL ☐ ELECTRONICS PKG.
☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

VWCGDTY-1430 5/08

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: New Vehicles: The provisions of this CONTRACT commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Program/Late Model Used Vehicles: The provisions of this Contract begin on the Contract effective date and continue for either the period of years or months, or the number of miles as indicated in the Contract Term on the Registration Page, whichever occurs first. The expiration period for miles is determined by adding the mileage, in thousands of miles, to the total odometer mileage reading on the Contract effective date. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **Powertrain Coverage:**
   a. **Gasoline/Diesel Engine:** Cylinder block, heads, all internal lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, timing chain/belt and gears, tensioner assembly, valves, valve springs, seats and guides, valve push rods and lifters, followers, oil pump. Primary fuel pump, fuel injection lines/rails, nozzles, injection pump, manifold absolute pressure and mass airflow sensors. Manifolds, flywheel, ring gear, flex plate, core plugs, harmonic balancer. Valve covers, timing cover, oil pan, vacuum pump, engine mounts, water pump, **seals and gaskets for Covered Parts**.
   Rotary Engine: All parts listed above for gasoline engine, plus rotor seals, rotor chamber, eccentric shaft and bearings, and all other internal parts of a rotary engine.
   b. **Transmission:** Transmission case, all internal lubricated parts including: bands, clutch pack, gears, pumps, shafts, shift forks, shift rails, synchronizers, solenoids, torque converter, bell housing, vacuum modulator, transmission mounts and transmission pan. Includes transfer case, all internal lubricated parts, **seals and gaskets for Covered Parts**.
   c. **Front/Rear Wheel Drive:** Axle/final drive housing, all internal lubricated parts, axle shafts, differential cover, universal joints and yokes, constant velocity and double offset joints, wheel bearings, drive shaft center bearings, propeller shafts, locking hub mechanisms, **seals and gaskets for Covered Parts**.

2. **Basic Coverage:** All parts listed in section E. item 1., "Powertrain Coverage", in addition to the following parts:
   d. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract**.
   e. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only**.
   f. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
   g. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
   h. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, and starter solenoid and ignition module.

3. **Plus Coverage:** All parts listed in section E. items 1. and 2. "Powertrain Coverage" and "Basic Coverage", in addition to the following parts:
   i. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
   j. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
   k. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge)**.
   l. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
   m. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.
   n. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

4. **Complete Coverage:** Any Breakdown of the Vehicle less the Deductible, **except for items listed below, and in section F., "EVENTS WHICH ARE NOT COVERED".**
   a. Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;
   b. Noises including rattles, squeaks and wind noises;
   c. Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;
   d. Any loss or expense for adjustments, alignments, shop supplies and unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles, (unless covered under section E., item 5.b, "Conversion Package"), electronic transmitting devices, hazardous waste disposal, environmental fees, or replacement of any parts not specified under the Coverage provided;
   e. Scheduled maintenance and wear items, including but not limited to: belts, brake drums and rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter, friction materials, valve grinding, hoses, light bulbs, lenses, lubricants, oil sludging, manual transmission clutch disc, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in Section H, EMERGENCY ROAD SERVICE COVERAGE), wheel balancing and wiper blades.

5. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1) ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 5., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 5. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**
13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 5a. Business Use).**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 5, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic**

memory systems;

29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.
5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.

6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:
1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:
1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility

who may be responsible to You for the cost of repairs covered by this Contract.

2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
   e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
   f. The agreement to arbitrate will survive the termination of this Contract.

   IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona: Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

California: The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested

cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.

b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.

d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.

e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
   c. The refund is paid within thirty (30) days of the date of cancellation.
   d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   e. The notice states the specific grounds for the cancellation.
4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

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

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:
a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.
If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:
9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%)

of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana: Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas: Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky: Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana: Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be refunded. An administrative fee will not be charged.
   If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER

PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska: Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire: Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York: Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina: Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma: The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island: Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain

classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina: In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas: Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont: Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming: Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.

CostGuard℠ You Deserve Peace of Mind

VEHICLE SERVICE CONTRACT
REGISTRATION PAGE

CONTRACT NO. CG55T

PURCHASER INFORMATION:				
PURCHASER: (LAST, FIRST, MI)		DEALER	DEALER NUMBER	
STREET ADDRESS		ADDRESS	VEHICLE INFORMATION	
			YEAR:	MAKE:
CITY, STATE, ZIP		CITY, STATE, ZIP		
TELEPHONE	E-MAIL	TELEPHONE	MODEL:	
		V.I.N. # (17 CHARACTERS)		

VEHICLE SERVICE CONTRACT INFORMATION:					
CONTRACT EFFECTIVE DATE	ODOMETER READING AT CONTRACT EFFECTIVE DATE	CONTRACT PRICE	STATE SALES TAX (WHERE APPLICABLE)	VEHICLE CLASS CODE:	*OFFICE USE ONLY*
DEDUCTIBLE OPTION: ☐ $50 DISAPPEARING ☐ $100 ☐ $200	VEHICLE PLAN: ☐ NEW ☐ PROGRAM ☐ PRE-OWNED	VEHICLE PURCHASE PRICE	MANUFACTURER'S IN-SERVICE DATE	MILEAGE AT IN-SERVICE DATE	

CONTRACT TERM:

_____ MONTHS _____ MILES

COVERAGE PLAN:

☐ COMPLETE WRAP ☐ PLUS WRAP

SURCHARGED COVERAGE: (CHECK ALL THAT APPLY)

☐ TURBO ☐ CONVERSION PKG.
☐ DIESEL ☐ ELECTRONICS PKG.
☐ BUSINESS USE ☐ MOBILITY EQP. PKG.

LIENHOLDER

ADDRESS, CITY, STATE, ZIP

Certification: I have read and understand the disclosures listed below.

Vehicle Service Contract Holder Signature: _____Date: _____ Dealer Representative:_____

This completed Registration Page, together with Your Vehicle Service Contract, constitutes Your complete Contract. Please retain this Registration Page as evidence of purchase of this Contract.

Purchase of this Contract is not required to purchase, lease or obtain financing for the Vehicle.

The Deductible is one hundred dollars ($100) per repair visit, unless the above declarations indicate another option has been purchased.

This is a Vehicle Service Contract, not a warranty and this Contract does not guarantee the utility or performance of the Vehicle. Some of the Coverage benefits received under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle.

Replacement will be made with a part that is of a like, kind, and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

If You cancel this Contract and do not receive a refund from the Dealer or the Administrator, please contact the Insurance Company.

SERVICE CONTRACT ADMINISTRATOR:
Western Diversified Services, Inc. (California Provider License Number 0482124)
In Florida (Certificate of Authority # 60071) and Oklahoma: The Advantage Warranty Corporation.
In Arizona, Louisiana and Wisconsin: Protective Administrative Services, Inc.
PO Box 770, Deerfield, IL 60015-0770
For Claim & Customer Service Call: 1-800-848-5870
For Emergency Road Service Call: 1-800-201-2411

INSURANCE COMPANY INFORMATION
Lyndon Property Insurance Company
In New York: Old Republic Insurance Company
Contract Holder Services:
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017
Toll Free number: 1-800-950-6060

VWCGDTY-1430WRP 5/08

CUSTOMER COPY

THIS VEHICLE SERVICE CONTRACT, TOGETHER WITH YOUR COMPLETED REGISTRATION PAGE, CONSTITUTES YOUR COMPLETE CONTRACT.

This Contract is between You and Us and is subject to all the provisions contained in this Contract.

A. DEFINITIONS

Administrator: means Western Diversified Services, Inc. (In California Provider License Number 0482124). In Florida and Oklahoma, Administrator means The Advantage Warranty Corporation (In Florida Certificate of Authority number 60071). In Arizona, Louisiana and Wisconsin, Administrator means Protective Administrative Services, Inc. The Administrator's address and phone number is P.O. Box 770 Deerfield, IL 60015-0770, 1-800-222-2721.

Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture, or failure of a Covered Part as a result of normal wear and tear.

Contract: means this Vehicle Service Contract and Your completed Registration Page.

Contract Term: The provisions of this Contract commence on the covered Vehicle's manufacturer's in-service date. (Note: In some cases the manufacturer's in-service date predates the Contract effective date.) The provisions of this Contract end when either the covered Vehicle's odometer registers the mileage indicated in the Contract Term, on the Registration Page, or the covered Vehicle has been in service for the number of years or months indicated in the Contract Term on the Registration Page, whichever occurs first, or when the limit of liability listed under section B., "LIMIT OF LIABILITY", has been met. Substitute transportation coverage, towing coverage and emergency road service coverage commence on the Contract effective date.

Coverage: means the Coverage plan and surcharged Coverage, if applicable, You selected, as shown on the Registration Page.

Covered Part(s): means the individual items specifically listed under section E., "LIST OF COVERED PARTS", for the Coverage selected.

Dealer: means the Dealer named on the Registration Page, from whom You purchased the Vehicle and this Contract.

Deductible: means the amount indicated on the Registration Page that You must pay per visit for covered repairs. The disappearing Deductible option allows the Dealer to waive the Deductible for all covered repairs performed in the Dealer's service department if the Vehicle is returned to the Dealer for covered repairs. (Option must be selected on the Registration Page on the Contract effective date). If You choose the disappearing Deductible option, repairs performed at another licensed repair facility are subject to a Deductible per repair visit. The Deductible does not apply to substitute transportation coverage, emergency road service coverage and towing coverage. (The Deductible option must be selected on the Registration Page on the Contract effective date).

Registration Page: means the numbered document which is part of this Contract. It lists information regarding You, the Vehicle, Coverage selected and other vital information.

Vehicle: means the Vehicle covered by this Contract, which is the one identified on the Registration Page.

We, Us or **Our:** means the Administrator. In Maine **We, Us** or **Our** means the Dealer.

You or Your: means the purchaser of this Contract as named on the Registration Page or the properly designated transferee.

B. LIMITS OF LIABILITY

The dollar total of all benefits paid or payable under this Contract shall not exceed the purchase price of the Vehicle paid by the original purchaser of this Contract. The total dollar benefits payable for repairs or replacements relating to one or more claims pending or Breakdowns occurring at the same time shall not exceed the trade-in value of the Vehicle immediately prior to the repairs, replacements or Breakdowns, as determined by the most recent National Automobile Dealers Association Used Car Guide for an average Vehicle.

The liability of anyone performing under this Contract for incidental and consequential damages arising from performance or failure to perform under this Contract or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Contract, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss. These limitations and exclusions of liability apply only to the extent allowed by law.

C. OUR RESPONSIBILITIES

Upon Your return of the Vehicle to the Dealer, the Administrator will authorize the repair or replacement of any Covered Part(s) that experiences (suffers) a Breakdown (subject to the Deductible and other provisions of this Contract). If You are unable to return the Vehicle to the Dealer for repair or replacement, follow the procedure described in section K., "HOW TO SUBMIT A CLAIM". The Administrator will reimburse You for pre-authorized expenses incurred for the repair or replacement of the Covered Part(s). Reasonable expenses are not to exceed the manufacturer's suggested retail price (MSRP) for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time, as published in a national labor time guide. (See section E., "LIST OF COVERED PARTS") Replacement will be made with a part that is of a like kind and quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Vehicle.

D. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

Except for Coverage under sections G. and H., "SUBSTITUTE TRANSPORTATION COVERAGE" and "EMERGENCY ROAD SERVICE COVERAGE", of this Contract, if more than one service contract, warranty or insurance policy can be applied to a Breakdown, Our responsibility under this Contract shall not extend to any part of the repairs, replacement, loss or damage that is recoverable under any other coverage, whether valid or collectible, but rather, We will be liable only for the repairs, replacement, loss or damage, if any, that is in excess of such other coverage, up to a maximum benefit per each covered Breakdown. However, when You are required to pay a deductible for a Breakdown covered under another service contract, warranty or insurance policy, this Contract will cover such deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

E. LIST OF COVERED PARTS

WRAP COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE COVERAGE YOU CHOOSE.

1. **PLUS Wrap Coverage: (NOTE: CERTIFIED PRE-OWNED VEHICLES must have factory certification to be eligible for coverage)**
   a. **Steering:** All internal lubricated parts in the steering box and rack and pinion component, power steering pump and power cylinder, **seals and gaskets for Covered Parts. The steering box is covered only when damaged by an internal lubricated part covered under this Contract.**
   b. **Air Conditioner:** Evaporator, condenser, compressor, compressor clutch, **seals and gaskets for Covered Parts only.**

c. **Front Suspension:** Upper and lower control arms, control arm shafts and bushings, king pins and king pin bushings, ball joints, front spindles, front wheel bearings, **seals and gaskets for Covered Parts**.
d. **Brakes:** Master cylinder, calipers, power booster, wheel cylinders, hydraulic lines **(metal only)** and fittings, **seals and gaskets for Covered Parts only**.
e. **Electrical:** Alternator, voltage regulator, windshield wiper motor, manual switches, starter motor, starter solenoid and ignition module.
f. **Steering:** Control valve and cylinder, cooler, metal lines only, main and intermediate steering shafts and couplings.
g. **Heater and Air Conditioning:** Receiver/drier, idler pulley, tensioner assembly, field coil, accumulator, temperature control programmer, power module and seals. A/C high/low pressure compressor cutoff switches, pressure cycling switch, heater core and heater A/C blower motor.
h. **Front/Rear Suspension/Struts:** Steering knuckles, spindle supports, stabilizer shaft and bushings, rear wheel bearings, and struts **(excluding cartridge).**
i. **Brakes:** Proportioning valve, ABS sensors, modules/computers, and wiring.
j. **Electrical:** Distributor, main engine wiring harnesses, windshield washer pump, electronic level control compressor (including sensor and limiter valve), power window motors and gears, door lock actuators/ solenoids **(power only)**, convertible top power motor, fuel management controls (including modules and sensors), ignition management controls (including modules and sensors), electronic and standard instrument clusters, compass, thermometer, automatic temperature control, keyless entry system, power antenna, power seat motors and adjusting mechanisms, electronic driver information display and module and cruise control: module and electronic servo/transducer and amplifier.
k. **Cooling and Fuel:** Radiator, radiator fan, fan clutch and motor, fuel tanks and fuel lines **(metal only)**, and fuel sending unit.

2. **COMPLETE Wrap Coverage: Any Breakdown of the Vehicle less the Deductible, except:**
   a. Parts including, but not limited to: parts in the engine, turbo/supercharger, transmission, transfer case, front/rear wheel drive axles, and seals and gaskets. (NOTE: Certified Pre-owned Vehicles must have factory certification to be eligible for coverage), and;
   b. Those items listed in section F. "EVENTS WHICH ARE NOT COVERED."

3. **Optional Surcharged Coverage:** (Coverage must be selected on the Contract effective date and must be indicated on the Registration Page).
   a. **Business Use:** Only applies to vehicles less than one (1)ton rating (**NEW VEHICLE PLANS/PROGRAM PLANS only**). Business use vehicles are passenger vehicles, light duty trucks, and vans that are used primarily for business travel, light pick-up and delivery work, route work, service or repair work, are driven by one person, or immediate family members only, and usage does not exceed manufacturer's ratings, and/or limitations. **(A Breakdown related to hauling or carrying of heavy machinery, materials or equipment is not included in this coverage).**
   b. **Conversion Package:** Coverage is limited to the following Covered Parts: secondary air conditioning: evaporator, expansion valve, blower fan motor, and control switch. Power captains chairs and sofa bed: motors, switches, and transmissions. Electronic entertainment: rear compact disc player, rear audio system, televisions **(limit two)**, video cassette player and electronic video game **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges). Component replacements are limited to one occurrence.** Camping Convenience: fresh water tank, lines, faucets, pump, inlet and sink, stove and/or oven unit and their LP gas bottles, regulators, lines and fittings and microwave oven. Interior Features: auxiliary or indirect lighting fixtures and switches, conversion window latches and hinges, fold down or fixed tables, cabinet hinges, latches, and handles. Exterior Fixtures: roof ladder, roof storage rack, and metal or fiberglass spare tire cover. **(All parts must have been installed in the Vehicle by a licensed conversion company). (Damage from dust, dirt, or contaminants are excluded).**
   c. **Electronics Package:** Covers a **Breakdown**, for: G.P.S./Navigation equipment hardware and/or software, which prevents this component from performing its intended function **(Coverage applies to factory installed Global Positioning Systems only)**. Bluetooth equipment hardware and/or software which prevents this component from performing its intended function **(Coverage applies to factory installed bluetooth systems only).** Rear audio consoles, video (**CD/DVD players, and Video Cassette Players**), video game consoles, satellite radio equipment, flip down TV/monitors, and rear-audio speakers. **(Coverage for all electronic parts is limited to base units only. There is no coverage for remote controls, wiring, cassettes, or game cartridges).**
   d. **Mobility Equipment Package:** Covers a **Breakdown** for factory, or factory authorized, installed mobility equipment. Coverage includes, but is not limited to: chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms. **(All parts must have been installed in the Vehicle by an authorized licensed factory mobility equipment company).**

F. EVENTS WHICH ARE NOT COVERED

THIS CONTRACT DOES NOT COVER THE FOLLOWING EVENTS, SERVICES AND PARTS:

1. **Batteries, body and trim items, paint, bright metals, sealed beams including: adhesives, convertible tops including fabric and frame, fasteners, nuts, washers and bolts, frame, upholstery/seat frames, seat belt assembly and air bag system and parts, glass and sheet metal, headlight assemblies, taillight assemblies, and CHMSL stop lamp assemblies;**
2. **Noises including rattles, squeaks and wind noises;**
3. **Water or air leaks, weather strips, and repairs needed as a result of rust or corrosion;**
4. **Any loss or expense for adjustments, alignments, shop supplies, unauthorized diagnostic time, maintenance items, shock absorbers, strut cartridges, cellular phones, television/video equipment including game consoles (unless covered under section E., item 3., "Optional Surcharged Coverage"), electronic transmitting devices (unless covered under section E., item 3. "Optional Surcharged Coverage"), hazardous waste disposal, environmental fees, core charges, freight charges, fuel surcharges or replacement of any parts not specified under the Coverage provided;**
5. **Any equipment not installed by the manufacturer;**
6. **Any vehicle in excess of one (1) ton rating;**
7. **A Breakdown caused by the failure of a non-covered part or damage to a non-covered part;**
8. **Any Vehicle used for towing in excess of what is recommended by the manufacturer;**
9. **A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made before or after the Contract effective date. This includes, but is not limited to, exhaust headers, non-original equipment, wheels and tires, and body or suspension lift/ lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacturer's warranty voided because of Vehicle alterations. Coverage may be reduced or cancelled if any of the above conditions are verified by an onsite inspection of the Vehicle;**
10. **Repairs and/or replacements not authorized in advance by the Administrator. Should a Breakdown occur after the Administrator's normal business hours, weekend, or national holiday, and the cost of repair(s) is $350 or less, the pre-authorization requirement is amended. The Administrator must be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts and labor. For claims after the Administrator's normal business hours, weekend, or national holiday and the cost of repair(s) is over $350 but less than $500, please see Section K., Item 7.**
11. **Vehicles not certified for sale in the United States at the time of manufacture and any gray-market vehicles. The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty;**
12. **A Breakdown caused by accident, civil commotion or riot, collision or upset, carbon related failures, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust or corrosion, improper repair methods, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events;**

13. **A repair occurring outside of the United States, its territories, possessions, or Canada, or a claim reported after the expiration terms (time or mileage) regardless of when Breakdown occurred. Any Breakdown reported after the Contract expiration is not covered;**
14. **This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees;**
15. **Scheduled maintenance and wear items, including but not limited to: belts, fasteners, nuts, washers and bolts, brake drums, brake cables, brake lining, brake pads and brake rotors, exhaust pipes, mufflers, resonators and clamps, catalytic converter; friction materials, valve grinding, hoses, all fluid caps, fluid reservoirs, wiper (arms) and wiper blades, light bulbs, L.E.D.s illumination devices, lenses, lubricants, oil sludging, manual transmission clutch disc, stabilizer links and bushings, brackets, burnt valves, failure due to engine detonation, core charges, freight charges, all brackets, speakers, wheels/rims, throw out bearing, pilot bushing and clutch parts, spark plugs and wires, tires, wheels (except as outlined in section H. "EMERGENCY ROAD SERVICE COVERAGE") and wheel balancing;**
16. **A Breakdown caused by negligence, misuse, improper servicing, or failure by You to perform manufacturer required or recommended maintenance services and any safety related maintenance events required by Your state or manufacturer, or a Breakdown caused by continued operation in an overheated condition or the lack of proper and necessary amounts of coolants or lubricants and thermostat failure;**
17. **Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists (i.e. overheating);**
18. **Any Vehicle used for: plowing snow, competitive driving, racing or towing a trailer whose weight exceeds the manufacturer's recommendations for Your Vehicle. Has been used for hire to public or to transport people for hire, Has been used for municipal or professional emergency or police services. (unless covered under section E. Item 3a. Business Use).**
19. **A Breakdown of any part if, while owned by You, the odometer has been tampered with or has been disconnected. If You have not promptly repaired a defective odometer, this limitation applies and this Contract is subject to cancellation;**
20. **Repair or replacement of parts needed to improve Vehicle operating performance due to wear and tear when a Breakdown has not occurred. This includes, but is not limited to, valve and ring repairs solely to improve engine compression or reduce oil consumption when a part has not broken;**
21. **A Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense;**
22. **Any replacement part supplied by anyone but the manufacturer of the Vehicle, unless it is of a like kind and quality compatible with the design specifications and wear tolerances of the Vehicle's manufacturer;**
23. **A component or part which has not failed or resulted in a Breakdown, but which a licensed repair facility recommends or requires that it be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle;**
24. **Any Vehicle retrofitted with aftermarket equipment to use alternative fuels including but not limited to: LPG, CNG, methanol, ethanol, or RFG;**
25. **For tire road hazard Coverage under section H., "EMERGENCY ROAD SERVICE COVERAGE', item 6, the following events are not covered:**
    a. **Tire damage incurred outside the United States, its territories, possessions or Canada;**
    b. **Tire damage resulting from off-road use, racing, collision with curb or any other object or vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;**
    c. **Tires, which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer for installation on the Vehicle;**
    d. **Tires transferred from another vehicle;**
    e. **Tires, which do not have at least 3/32 inch, tread depth remaining;**
    f. **Tires mounted on Vehicles other than on-road use, private passenger cars and light duty trucks and any vehicle exceeding a one (1) ton rating;**
    g. **Damage to tires that does not affect their performance or safety; or**
    h. **Tires not retained by You for inspection by the Administrator.**
26. **A Breakdown, or failure related to any Coverage provided under section E, item 3, "Optional Surcharged Coverage", unless optional Coverage has been selected on the Registration Page on the Contract effective date;**
27. **A claim covered by the manufacturer's warranty or another service contract, warranty, mechanical breakdown insurance policy, or repair facility warranty for repairs performed under this Contract;**
28. **All electric powered or hybrid fuel parts including but not limited to: electric fuel cells, regenerative braking systems or electronic memory systems;**
29. **Heated/Cooling seat component failures due to: puncture or cuts in fabric or leather material from any foreign objects (i.e. keys, pens, pocket knives, etc.), spillage of fluids causing short circuit of heating/cooling elements, and standing or jumping on seats that may cause breakage in heating/cooling grids;**

G. SUBSTITUTE TRANSPORTATION COVERAGE

Subject to the limitations of this paragraph, in the event of a Breakdown, the Administrator will pay or reimburse You for substitute transportation if any Covered Part(s) listed under this Contract has a Breakdown. You need to provide receipted expenses to rent substitute transportation from the Dealer or a duly licensed rental agency or for public transportation while the Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis: up to a maximum of thirty-five dollars ($35) per eight (8) hours, (or fraction thereof, (first 8 hours will be eligible for two (2) days substitute transportation) of approved labor up to a maximum of two hundred and ten dollars ($210) for each repair visit. The above is not payable if You have other substitute transportation coverage available, unless the substitute transportation charge exceeds the other coverage, then the Administrator would pay the difference up to the maximum reimbursement amount. This Coverage also applies while the Vehicle is under the manufacturer's warranty.

This Coverage will apply to the time waiting for parts delays beyond the control of the repair facility. A maximum of three (3) days of parts delay substitute transportation Coverage applies in the event that a major internally lubricated component within the engine, transmission or drive axle assembly is to be replaced. Proof of the ordered part must be provided and submitted with the claim for reimbursement. In the event the Vehicle needs to be inspected by an outside source in order to determine Coverage under this Contract, substitute transportation will be provided for up to two (2) days to cover delays caused by the inspection if it is determined that the Breakdown is covered. No Deductible will apply to this Coverage.

H. EMERGENCY ROAD SERVICE COVERAGE

1. In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.
2. In the event the keys for the Vehicle are lost, broken or accidentally locked in the Vehicle, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for locksmith services. No Deductible will apply to this Coverage.
3. In the event the Vehicle battery becomes discharged, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for jump-start services. No Deductible will apply to this Coverage.
4. In the event the Vehicle experiences a flat tire, the Administrator will reimburse You for receipted expenses, up to a maximum

of fifty dollars ($50), for the removal of the flat tire and replacement with Your spare tire. No Deductible will apply to this Coverage.

5. In the event the Vehicle needs an emergency supply of gasoline, oil or water, the Administrator will reimburse You for receipted expenses, up to a maximum of fifty dollars ($50), for the delivery of the necessary fluid. You must pay for the fuel or other fluid at time of delivery. No Deductible will apply to this Coverage.
6. In the event the Vehicle tire(s) incurs damage from a road hazard, the Administrator will pay or reimburse You for receipted expenses for a tire repair up to a maximum of twenty dollars ($20) for each tire repaired, or if not repairable, up to one hundred dollars ($100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars ($400) during the term of this Contract. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. (**Please refer to section F. "EVENTS WHICH ARE NOT COVERED," item 25 for specific excluded conditions). You must call the Administrator for prior authorization before replacing tire(s) that are provided for under this Coverage. No Deductible will apply to this Coverage.**

I. TOWING COVERAGE

If the Vehicle requires towing due to a Breakdown, the Administrator will reimburse You for Your actual towing cost up to a maximum of one hundred dollars ($100) per occurrence for each Breakdown. Valid licensed towing agency's , auto dealer's or licensed repair facility's receipts are required for reimbursement. If the tow was necessary because of a Breakdown of a Covered Part under this Contract, the above is not payable if You have other towing coverage available, unless the towing charge exceeds the other coverage. No Deductible will apply to this Coverage.

J. YOUR RESPONSIBILITIES

In order for You to receive the benefits of the Coverage defined in this Contract, You must follow the procedures listed below. If You fail to follow the listed procedures and Your failure to do so causes a Breakdown, further damage or unnecessary repairs, or prevents the Administrator from obtaining the necessary information as indicated below, Coverage will be denied or reduced.

1. You must, at Your expense, have the Vehicle maintained as recommended by the manufacturer, keep all fluids at proper levels between service intervals and save all sales receipts, invoices or work orders showing the data, mileage, a description of the Vehicle and the maintenance services performed, including parts and fluids used to complete these services by a licensed repair facility. If You perform the required service Yourself, You must maintain a log book showing the date, mileage, service performed and the receipts for the required maintenance as specified by the manufacturer.
2. You must reasonably protect the Vehicle from further damage. If You do not, any additional loss will become Your responsibility.
3. You must obtain a claim approval reference number from the Administrator prior to repairing, replacing or cleaning any Covered Part(s).
4. You must cooperate in the Administrator's investigation of the Breakdown. You must allow the Administrator to inspect the Vehicle if the Administrator asks to do so.
5. You must, upon request, provide documentation to prove ownership when necessary.
6. Receipts listing date, mileage, services performed and materials purchased will be the only acceptable proof of maintenance.

K. HOW TO SUBMIT A CLAIM - When You have a Breakdown:

1. Return the Vehicle to the Dealer.
2. If it is not possible or practical to return the Vehicle to the Dealer, You or the licensed repair facility must call the Administrator at the toll-free number listed under section N., "WHO TO CONTACT", for approval prior to repairing, replacing or cleaning any Covered Part(s). An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s).
3. Authorize tear-down and/or inspection: If required, You will need to authorize the Dealer/licensed repair facility to tear-down and/or inspect the Vehicle in order to determine the cause and cost of repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. The Administrator reserves the right to require an inspection of the Vehicle prior to repairing, replacing or cleaning any Covered Part(s).
4. If requested, You must show the Administrator or the licensed repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications, at a licensed repair facility.
5. You must pay the applicable Deductible. Within thirty (30) days of the repair, You or the licensed repair facility must furnish the Administrator with copies of the repair orders and other requested receipts or documents. You or the licensed repair facility must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in Your name and must show the date(s), Vehicle description, mileage (if applicable) and this Contract number.
6. Failure to submit proof of loss within ninety (90) days will result in complete denial of the claim and non-payment.
7. AFTER HOURS CLAIM SERVICE: For a covered claim after business hours, weekend, or a national holiday that is over $350 but less than $500, you must follow the instructions in item 8 of this section and call the claims service at (800) 848-5870. For claims over $500, contact the claims service the next business day during normal business hours for pre-authorized repair approval.
8. Instructions:
   a. Have the 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.
   b. You or the licensed repair facility must contact the claims service at the above number before repairs begin, have the Vehicle repaired, pay for such repairs and save all receipts. Repairs must not exceed five hundred dollars ($500). For repairs exceeding five hundred dollars ($500), contact the claims service on the next business day at (800) 848-5870.
   c. Save all replaced Covered parts until the claims service notifies You whether it wishes to exercise its right to inspect them.
   d. Your paid repair order and replaced Covered Parts (if requested) must be submitted to the claims service at the address in item 9 of this section within ten (10) days of completed repairs.
   e. If claims service re-opens before repairs to the 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.
9. Mail to: The Administrator at PO Box 770, Deerfield, IL 60015-0770.

L. CONTRACT CANCELLATION

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after sixty (60) days of its date of sale or after a claim has been made, a pro-rata refund less a twenty-five dollar ($25) administrative fee for the unexpired portion of this Contract will be paid. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is canceled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).
3. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against the Vehicle.

M. CONTINUATION OF COVERAGE

This Contract allows You to continue Coverage on the Vehicle pursuant to the following requirements:

1. You must provide records confirming the performance of regular manufacturer recommended maintenance on the Vehicle.
2. The continuation Coverage can only be purchased from the Dealer.
3. The Vehicle must pass an authorized inspection according to the guidelines that the Administrator establishes.
4. The Vehicle must qualify for one of the Administrator's approved service contracts according to the age and mileage requirements existing at the expiration of this Contract.
5. This option must be exercised no less than thirty (30) days or five-hundred (500) miles prior to the expiration of this Contract.

N. WHO TO CONTACT

IN CASE OF A BREAKDOWN CALL THE ADMINISTRATOR. For claims service call (800) 848-5870, for cancellations or transfers call customer service at (800) 526-5840. For EMERGENCY ROAD SERVICE COVERAGE AND TOWING COVERAGE (sections H. and I.) call (800) 201-2411.

O. OUR PERFORMANCE

Our performance under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060. In New York Our performance under this Contract is backed by Old Republic Insurance Company. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Old Republic Insurance Company by writing to Old Republic Insurance Company: Administrative address, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

P. TRANSFER OF CONTRACT

This Contract applies only to You and the Vehicle listed on the Registration Page. Only You can transfer this Contract. This Contract can not be transferred to or from an automobile dealer. This Contract may be transferred one time only at the request of the original Contract holder to the next owner of the Vehicle while this Contract is still in force.

If any portion of the manufacturer's warranty is in effect at the time of transfer, the transfer of this Contract will be valid only if the manufacturer's warranty is also transferable and is properly transferred. Before this Contract can be transferred, You must provide the Administrator with the Vehicle manufacturer's written confirmation evidencing the properly executed transfer of any manufacturer's warranty in effect on the Vehicle.

The Administrator will accept transfer of this Contract only if all of the following applicable conditions are met:

1. You request a transfer form from the Administrator within fifteen (15) days of change of ownership of the Vehicle.
2. You pay off Your lease before the end of the lease term. (Applies to leased Vehicles only).
3. Within thirty (30) days of change of ownership You provide the Administrator with the following:
   a. Your sales receipts, invoices or work orders showing date, mileage and the service performed, EVIDENCING THE FACT THAT ALL THE MAINTENANCE REQUIREMENTS HAVE BEEN MET. (See section J. "YOUR RESPONSIBILITIES" for maintenance requirements.) Failure or inability to provide a valid and complete maintenance service record(s) will result in transfer denial.
   b. A licensed dealer certification of the Vehicle's odometer reading.
   c. A photocopy of the documents You sent to the manufacturer showing that You transferred Your manufacturer's warranty, if applicable.
   d. A transfer fee of fifty dollars ($50.00) made payable to Administrator. Send a check or money order only.
   e. A completed transfer form (contact the Administrator for transfer form) with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the Administrator.

Q. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION: If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Contract.
2. SUBROGATION: If We pay for Coverage under this Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived.
3. ARBITRATION:
   It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
   a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination. Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
   b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
   c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
   d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
   e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator

or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.

f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

R. STATE AMENDMENTS

If issued in the referenced state, this Contract is amended as indicated below to comply with applicable state law:

Alabama: Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
The Administrator will mail a written notice of cancellation to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is non-payment of the Contract price or a material misrepresentation by You relating to the Vehicle.

Alaska: Section L. CONTRACT CANCELLATION, items 1. and 2 are amended as follows:
The administrative fee is revised to seven and one half percent (7.5%) of the unearned Contract price not to exceed twenty-five dollars ($25).

The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever is later.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is backed by Lyndon Property Insurance Company, a Protective Company. If You do not receive a satisfactory response from Us within thirty (30) days, You should contact Lyndon Property Insurance Company by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road, Sutie 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Arizona: Section F. EVENTS WHICH ARE NOT COVERED, item 11. is deleted and replaced with the following:
The Vehicle manufacturer's new vehicle limited warranty covering the Vehicle has been voided (applies only to Contracts purchased during the term of such warranty).
Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If You cancel this Contract after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

California: The California Provider License number for Western Diversified Services, Inc. is 0482124.

Section D, OTHER SERVICE CONTRACTS,WARRANTIES OR INSURANCE POLICIES, the last sentence is deleted and replaced with the following:
However, when You are required to pay a Deductible for a Breakdown covered under a manufacturer's warranty, this Contract will cover such Deductible if the Breakdown would have been covered by this Contract up to a maximum benefit per each Breakdown of one hundred dollars ($100.00).

Section L. Contract CANCELLATION is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
   a. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required.
   b. Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.
   c. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
   d. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.
   e. If this Contract is cancelled within the first sixty (60) days and a claim has not been filed, the Administrator will refund the entire Contract price paid. An administrative fee will not be charged.
   If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.
2. The Administrator may cancel this Contract within the first sixty (60) days under the following conditions:
   a. Notice of cancellation is mailed to You postmarked before the 61st day after the date this Contract was sold by the dealer.
   b. The Administrator will refund the entire Contract price paid within thirty (30) days from the date of cancellation. However, if the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
   c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
   d. The notice states the specific grounds for the cancellation.
3. The Administrator may at any time cancel this Contract for non-payment by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, the Administrator will refund the entire Contract price paid. And administrative fee will not be charged.

If You have incurred a claim within the first sixty (60) days or if this Contract is canceled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25) or ten percent (10%) of the Contract price, whichever is less.

c. The refund is paid within thirty (30) days of the date of cancellation.
d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
e. The notice states the specific grounds for the cancellation.

4. The Administrator may at any time cancel this Contract for material misrepresentation or fraud by You, conditioned upon each of the following:
   a. Notice of cancellation is mailed to You.
   b. The refund will be paid within thirty (30) days. The unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.
   c. The notice states the specific nature of the misrepresentation.
5. If the Administrator cancels this Contract, the Administrator is liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. You are deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim.
6. If the Administrator is cancelling this Contract pursuant to subdivision 3, 4, or 5 and the Administrator has paid a claim, or have advised You in writing that the Administrator will pay a claim, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less the amount of any claims paid prior to cancellation.
7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite. 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.

Colorado:

Section L. CONTRACT CANCELLATION, is deleted and replaced with the following:
This Contract cannot be terminated unless the lender financing this Contract or state law provides otherwise.

The following is added to Section O, OUR PERFORMANCE: The policy number is A19CO405-0708.

Connecticut:

The following is added to this 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:
<u>Used Vehicles with a sale price of $3,000 but less than $5,000</u>:
Provides coverage for 30 days or 1,500 miles, whichever comes first.
<u>Used Vehicles with a sale price of $5,000 or more:</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to Section A, DEFINITIONS Contract Term:
If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to section L, CONTRACT CANCELLATION, Item 1:
You may cancel this Contract if You return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section Q, item 3, ARBITRATION, is deleted and replaced with the following:
If You purchased this Contract in Connecticut,You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail Your complaint to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

Florida:

If applicable, the Florida Office of Insurance Regulation does not regulate maintenance coverage. Maintenance coverage is optional and may only be purchased in conjunction with the purchase of this Contract.

In the event the Dealer goes out of business and You have purchased the disappearing Deductible, it will be honored.

The following language is not applicable in Florida and is deleted in its entirety:
The Administrator is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. The Administrator is not obligated or liable for the payment of a guaranteed price refund unless the Administrator issues a guaranteed price refund in a separate document signed by the President of the Administrator.

Section L, CONTRACT CANCELLATION, item 1., the first paragraph, is deleted and replaced with the following:
You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If You cancel the Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of twenty-five dollars ($25.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged.
If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section L, CONTRACT CANCELLATION, item 2., is deleted and replaced with the following:
The Administrator may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

a. If there has been a material misrepresentation or fraud at the time of the sale of this Contract;
b. You have failed to maintain the Vehicle as prescribed by the manufacturer; or
c. The odometer has been tampered with or disabled and You fail to repair the odometer.
d. For non-payment of premium by You.

If the Administrator cancels this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned

pro-rata Contract price. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation.

Section P. TRANSFER OF CONTRACT, item d. is amended by revising the transfer fee to $40.00.

Georgia:

Section F. EVENTS WHICH ARE NOT COVERED, item 9, is deleted and replaced with the following:

9. A Breakdown caused by non-manufacturer recommended alterations to the Vehicle made by You before or after the Contract effective date, that affects the operation of a Covered Part. This includes, but is not limited to, exhaust headers, **non original equipment, wheels and tires, body or suspension lift/lowering kits, chassis modification, fuel component/system enhancements and any Vehicle that has its manufacture's warranty voided because of Vehicle alterations; Contract Coverage may be reduced or cancelled if any of the above conditions are verified by an on site inspection of the Vehicle.**

Section F. EVENTS WHICH ARE NOT COVERED, item 15, is amended by deleting reference to "oil sludging".

Section L. CONTRACT CANCELLATION, items 1. and 2 are amended by deleted the twenty-five dollar ($25) administrative fee. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may only cancel this Contract based on one or more of the following reasons: (A) You commit fraud; (B) You make a material misrepresentation; or (C) You do not pay the Contract price.
If the Administrator cancels this Contract You will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. For non-payment of Contract price written notice will be given at least ten (10) days prior to the effective date of cancellation. If cancelled for any other reason written notice will be given at least thirty (30) days prior to the effective date of cancellation.

Hawaii:

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:
<u>Used Vehicles with less than 25,000 miles at the time of sale</u>
Provides coverage for 90 days or 5,000 miles, whichever occurs first.
<u>Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale</u>
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
<u>Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale</u>
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
The Administrator may cancel this 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. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Idaho:

The following provision is added to section P, GENERAL PROVISIONS:
Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration.

Illinois:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended by revising the administrative fee to ten percent (10%) of the Contract price or twenty-five dollars ($25), whichever is less.

Indiana:

Your proof of payment to the Dealer or to the Administrator for this 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 this Contract.

Iowa:

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.
If You cancel this Contract, the Administrator will mail You a written notice of termination within fifteen (15) days of the termination.

The following language is added to section Q. GENERAL PROVISIONS:
In the event You have any questions regarding Your Contract, You may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa, 50319-0065.

Kansas:

Section H., EMERGENCY ROAD SERVICE COVERAGE is not available in Kansas.

Kentucky:

Section A. DEFINITIONS, the definition of Breakdown is deleted and replaced with the following:
Breakdown: means the failure of a Covered Part to perform the function for which it was designed due to defects, faulty workmanship in its manufacture.

Section H. EMERGENCY ROAD SERVICE COVERAGE is deleted in its entirety and replaced with the following:
TRIP INTERRUPTION INTERVENTION: In the event that a Breakdown occurs more than one hundred (100) miles from Your home and results in a licensed repair facility keeping the Vehicle overnight, the Administrator will reimburse You for receipted motel and restaurant expenses, up to one hundred twenty-five dollars ($125) per day for a maximum of three (3) days (total benefit per occurrence of three hundred seventy-five dollars ($375). No Deductible will apply to this Coverage.

Louisiana:

Section L. CONTRACT CANCELLATION, item 1., the first paragraph is deleted and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract, the entire Contract price will be

refunded. An administrative fee will not be charged.
If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).

Maryland: Section L. CONTRACT CANCELLATION, item 1., is amended by the following:
If You cancel this Contract within sixty (60) days of the effective date of this Contract and have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Massachusetts: Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of motor vehicles as follows:
Used Vehicles with less than 40,000 miles at the time of sale
Provides coverage for 90 days or 3,750 miles, whichever occurs first.
Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale
Provides coverage for 60 days or 2,500 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale
Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

Section L. CONTRACT CANCELLATION, items 1.& 2. are amended by deleting the administrative fee.

Section P. TRANSFER OF CONTRACT, item d. is deleted in its entirety.

Minnesota: This Contract excludes and is not designed to duplicate used car coverages that are mandatory under Minnesota Statute 325F.662 Subd.2. This Contract provides such statutory coverage through the insurance carrier indicated in Section O., OUR PERFORMANCE. of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.
Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd.2.

Mississippi: Section Q. GENERAL PROVISIONS, item 3 is deleted and replaced with the following:

3. ARBITRATION:

IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section O., OUR PERFORMANCE is deleted and replaced with the following:
Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If the Administrator fails to pay or provide service within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. Toll-free at -800-950-6060.

Section Q. GENERAL PROVISIONS, item 3.b. is deleted and replaced with the following:
Arbitration shall be held in the county of the insured's residence or place of business unless the insured has no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

Section Q. GENERAL PROVISIONS, item 3.d. is deleted and replaced with the following:
d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

Montana:

The following is added to section L. CONTRACT CANCELLATION, item 2:
The Administrator shall mail a written notice to You at Your the last-known address contained in the records at least five (5) days prior to the cancellation by the Administrator.
Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Nebraska:

Section O. OUR PERFORMANCE is deleted and replaced with the following:
Our performance for Breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company, Lyndon Property Insurance Company, by writing to Lyndon Property Insurance Company: 14755 North Outer Forty Road,, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.

Nevada:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:
The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or (E) a material change inthe nature or extent of the required service or repair which occurs after the effective date of the Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.
If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New Hampshire:

Section O. OUR PERFORMANCE, is amended by adding the following language:
In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

New Mexico:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within sixty (60) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2., is amended by the following:

The Administrator may cancel this Contract within the first seventy (70) days of the effective date of this Contract for any reason. The Administrator may only cancel this Contract after the first seventy (70) days based on one or more of the following reasons: (A) Your failure to pay the Contract price; (B) Your conviction of a crime which results in an increase in the service required under this Contract; (C) Discovery of fraud or misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder; or (D) discovery of an act or omission by You, or a violation by You of any condition of this Contract, which occured after the effective date of this Contract and which substantially and materially increases the service required under this Contract. If the Administrator cancels this Contract, the Administrator will mail a written notice of cancellation to You at Your last known address before the fifteenth (15th) day preceding the effective date of cancellation.

New York:

Section 198-b of New York General Business Law requires an automobile Dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor Vehicles as follows:
Used Vehicles with 36,000 miles or less at the time of sale:
Provides coverage for 90 days or 4,000 miles, whichever occurs first.
Used Vehicles with more than 36,000 miles but less than 80,000 at the time of sale:
Provides coverage for 60 days or 3,000 miles, whichever occurs first.
Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:
Provides coverage for 30 days or 1,000 miles, whichever occurs first.
The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:
In addition to the Dealer warranty required by the law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by adding the following;
If the Administrator cancels this Contract awritten notice of cancellation will be mailed to You at Your last known address at least fifteen (15) days prior to cancellation effective dated. The notice shall state the effective date of cancellation. Prior notice is not required if cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

North Carolina:

Section L. CONTRACT CANCELLATION, items 1. and 2. are amended as follows:
The administrative fee is revised to ten percent (10%) of the unearned Contract price not to exceed twenty-five dollars ($25).

Oklahoma:

The following provision is added to section Q. GENERAL PROVISIONS:
DISCLOSURE STATEMENT: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

Section L. CONTRACT CANCELLATION, item 1. is amended by the following:
1. If this Contract is canceled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. If this Contract is cancelled after the first sixty (60) days or a claim has been filed within the first sixty (60) days, the Administrator will refund an amount of the Contract purchase price according to the pro-rata method (less an administration fee of thirty-five dollars ($35) or 10% of the pro-rata refund.

Rhode Island:

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehiles as follows:
Used Vehicles with less than 36,000 miles at the time of sale
Provides coverage for 60 days or 3,000 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 Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

South Carolina:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at 803-737-6180.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited withinforty-five (45) days after the return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L. CONTRACT CANCELLATION, item 2. is amended by the following:
In the event the Administrator cancels this Contract, the Administrator will mail You written notice of cancellation within fifteen (15) days of the date of cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle.

Texas:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following;
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

The following is added to section L. CONTRACT CANCELLATION ,item 2:
The Administrator shall mail a written notice to You at Your last-known address contained in the records before the fifth (5th) day proceeding the effective date of cancellation. Prior notice is not required if the reason for cancellation is for:
a. non-payment of the Contract price;
b. a material misrepresentation by You to US; or
c. a substantial breach of duties by You relating to the Vehicle or its use.
Any cancellation notice must state the effective date and reason for the cancellation.

Section O. OUR PERFORMANCE, is deleted and replaced with the following:
Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, toll free 1-800-950-6060, if a covered claim is not paid to You within sixty (60) days after the date of proof of loss.

Utah:

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

This Contract is subject to limited regulation by the Utah Insurance Departement. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The following is added to section C, OUR RESPONSIBILITIES:
The use of non-original manufacturers' parts shall comply with state and federal laws.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

The Administrator will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for non-payment of the Contract price) before the Administrator cancels this Contract. Such cancellation notice will be delivered or mailed by first class mail.

The following is added to the Contract:
You may include the Contract price with the financing of the Vehicle, or pay the entire amount of the Contract separately.

Vermont:

Section L. CONTRACT CANCELLATION, is amended by adding the following:
If this Contract is cancelled within sixty (60) days of the date of the mailing of this Contract and no claim has been made, the entire Contract price will be refunded. An administrative fee will not be charged.

Section L. CONTRACT CANCELLATION, item 2 is amended by the following:
2. The Administrator may cancel this Contract within the first sixty (60) days for any reason. If this Contract has been in effect for more than sixty (60) days, the Administrator may cancel this Contract only for one or more of the following reasons:
   a. Non-payment of the Contract price;
   b. Material misrepresentation;
   c. A substantial change in the risk assumed unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering this Contract; or
   d. Substantial breaches of contractual duties, conditions or warranties under this Contract.

   If this Contract has been in effect for more than sixty (60) days, the Administrator will mail a cancellation notice which states the reason and the effective date for cancellation to You at least forty-five (45) days (fifteen (15) days for non-payment of Contract price) before this Contract is cancelled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for non-payment of the Contract price, notice shall be by certified mail or certificate of mailing.

Section Q, GENERAL PROVISIONS, item 3. is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process.

Wisconsin:

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Section F. EVENTS WHICH ARE NOT COVERED, item 10. is deleted and replaced with the following:
10. Repairs and/or replacements not authorized in advance by the Administrator, if we are prejudiced by Your failure to obtain prior authorization;

Section K. HOW TO SUBMIT A CLAIM, item 2. the last sentence is amended to read as follows:
No claim payments will be made if the Administrator has not issued a claim approval reference number prior to repairing, replacing or cleaning any Covered Part(s) and We are prejudiced by Your failure to obtian such authorization.

Section K. HOW TO SUBMIT A CLAIM, item 6. is deleted replaced with the following:
6. If You submit a claim within one (1) year of the repair and You can prove the claim, We may not deny the claim solely on the basis that preauthorization was not given.

Section L, CONTRACT CANCELLATION, items 1. and 2. are deleted and replaced with the following:
1. You may cancel this Contract at any time by forwarding Your written request, within sixty (60) days after the requested cancellation date, to the Dealer or the Administrator. A copy of Your Contract and an odometer statement indicating the odometer reading of the Vehicle at the date of the request for cancellation will be required. If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract the entire Contract price will be refunded, less an administrative fee of twenty-five dollars ($25). If this Contract is cancelled after the first sixty (60) days, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less an administrative fee of twenty-five dollars ($25).
   Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Contract, the lienholder or creditor will be named with You as a joint payee of the refund.

2. The Administrator may cancel this Contract based on one or more of the following reasons: (A) the Vehicle's odometer is disconnected or altered; (B) the Vehicle is used in a manner not covered by this Contract; (C) You do not pay the Contract price; or (D) the Vehicle has been altered beyond manufacturer's specifications. If this Contract is cancelled by the Administrator, the unearned Contract price will be refunded to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of months this Contract was in force or the number of miles, in thousand of miles or portion thereof, the Vehicle was driven prior to cancellation, less administrative fee of twenty-five dollars ($25).

Section Q. GENERAL PROVISIONS, Item 3, Arbitration is amended to state that Arbitration is voluntary and non-binding.

Wyoming:

Section L, CONTRACT CANCELLATION, item 1. is amended by the following:
If this Contract is cancelled by You within the first sixty (60) days of the effective date of this Contract and You have not incurred a claim, the entire Contract price will be refunded. An administrative fee will not be charged. If this Contract is cancelled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to the refund.

Section L, CONTRACT CANCELLATION, item 2. is amended by the following:
If the Administrator cancels this Contract for any reason other than non-payment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use, the Administrator 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 the cancellation.