

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

SAMPLE	YELLOW		
YOUR CONTRACT NUMBER	YOUR CONTRACT COVERAGE	SELLER CODE	LOCAL AGENT CODE

CONTRACT HOLDER (You, Your)

CONTRACT HOLDER ADDRESS (Phone, )

**DESCRIPTION OF YOUR VEHICLE**

YEAR	MAKE	MODEL	VEHICLE ID NUMBER	CONTRACT CHARGE	DEDUCTIBLE AMOUNT
					\$100

DEDUCTIBLE PLAN

PER VISIT

VEHICLE PLAN

NEW

USED

TERM

MONTHS	MILEAGE
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CONTRACT PURCHASE DATE	ODOMETER MILEAGE (AT CONTRACT PURCHASE DATE)
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SURCHARGES

SELLER

ADDRESS

SELLER PHONE NUMBER

CONTRACT HOLDER EMAIL ADDRESS

AUTHORIZED SELLER SIGNATURE

DATE

Administrator:  
Warrantech Automotive, Inc.  
P.O. Box 410  
Alvarado, TX 76009  
1-800-616-1215

This **Contract** will expire according to the time and/or mileage, whichever occurs first, as indicated above in Term Months/Term Mileage, and/or when the Limits of Liability for the **Contract** have been reached.

**A mandatory "Waiting Period" is required before Coverage takes effect. The "Waiting Period" - 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date. 30 days and 1,000 miles will be added to the term of Your Contract.**

- a) New **Vehicle** Plan expiration is measured in time/mileage from the **Contract** Purchase Date and zero (0) miles. When determining expiration, the term months are added to the **Contract** Purchase Date plus 30 days and the mileage indicated in the Term Mileage box indicates the expiration mileage when **Your Vehicle** odometer reaches this mileage cap plus 1,000 miles.
- b) Used **Vehicle** Plan expiration is measured in time/mileage from the **Contract** Purchase Date and Odometer Mileage (at **Contract** Purchase Date). When determining expiration, the Term Months are added to the **Contract** Purchase Date plus 30 days and the Term Mileage shown above is added to the Odometer Mileage (at **Contract** Purchase Date) plus 1,000 miles.

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental Coverage, if provided by this **Contract**. **You** have a Per Visit **Deductible**, as shown on the **Registration Page** that will be applied on a Per Repair Visit basis. If a **Deductible** is not marked on **Your Registration Page**, **Your Deductible** is \$100. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

For New **Vehicle** Plans, **Your Deductible** will be waived for repairs made at a **Preferred Repair Facility**.

For Used **Vehicle** Plans, fifty dollars (\$50) of **Your Deductible** will be waived for repairs made at a **Preferred Repair Facility**.

**You** may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

The definition of "**We, Us and Our**" used frequently throughout the Vehicle Service **Contract** is defined as Warrantech Automotive, Inc., P.O. Box 410, Alvarado, TX 76009, (800) 616-1215. Please refer to the Vehicle Service **Contract** for additional definitions.

**Our** obligations under this Vehicle Service **Contract** are insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days (except Arizona thirty (30) days), after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. Please call (877) 528-7878 for instructions.

Florida residents, the Service Contract Obligor/Provider and **Administrator** is Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, LICENSE #01913.

Oklahoma residents, the Vehicle Service **Contract** Obligor and **Administrator** is WARRANTECH AUTOMOTIVE OF FLORIDA, INC., P.O. Box 959, Bedford, TX 76095, (800) 577-6624.



## IMPORTANT INFORMATION YOU NEED TO KNOW

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

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.**

This Vehicle Service **Contract** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to You from the **Administrator**, are legal and binding.

## THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the **Coverage** Name as shown on the **Registration Page** of this **Contract**. Please compare the **Coverage** Name on the **Registration Page** with the corresponding **Coverage** as listed under the **Schedule of Coverages**. If this box was left blank, or the **Coverage** Name is inaccurate, contact **Your Administrator** or Seller immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. The dollar amount in the box identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If no dollar amount is in the box, **Your Deductible** is \$100.

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

Properly Maintain **Your Vehicle** and RETAIN THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer’s specifications. Please retain copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: “PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**” FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: “HOW TO FILE A CLAIM”.

## DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**.

**You, Your** – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** – Means the obligor of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

**Administrator** – Means the **Administrator** as shown on the **Registration Page**.

**Contract** – Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Registration Page** – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Schedule of Coverages** – Lists the **Coverages** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** – Means the protection **You** have as shown on the **Registration Page**, which corresponds with the **Coverage** as listed under the **Schedule of Coverages** section.

**Vehicle** – Means the **Vehicle** which is described on the **Registration Page**.

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

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

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

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

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

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

**Commercial Use** – Means **Vehicles** Used for Farming or Ranching, Route Work (excluding Snow Removal), Job-Site Activities, Service or Repair Work and Delivery of Goods. Usage must not exceed manufacturer's ratings and/or limitations.

**Preferred Repair Facility** – A Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the customer (not available in all areas).

## PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

### 1. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "**Schedule of Coverages**" of this **Contract**. It is required that **Your Vehicle** is currently in working condition on the **Contract** Purchase Date. **Coverage** under this **Contract** will expire according to the Month and Mileage Term, whichever occurs first, as shown on the **Registration Page**, and/or when the Limits of Liability for the **Contract** have been reached.

### 2. BREAKDOWN OF COVERED PARTS

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE **ADMINISTRATOR**

### 3. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### 4. LIMITS OF LIABILITY

- a. **Per Repair Visit** – **Our** liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the NADA Used Car Guide.
- b. **Aggregate** – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the NADA Retail Value for **Your Vehicle** at **Contract** Purchase Date.

### 5. MAINTENANCE REQUIREMENTS

- a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.
- b. It is required that verifiable receipts showing the maintenance(s) performed, date and mileage when services were performed be available for the service work performed on **Your Vehicle**. If **You** perform **Your** own service, it is required that verifiable receipts be retained proving purchases of all required parts and materials necessary to perform the required maintenance; confirming the date and mileage for the services performed. Maintenance and/or service work receipts will be requested by the **Administrator**. IMPORTANT NOTE: **You** will be required to provide relevant service receipts at the time of claim during your ownership of **Your Vehicle**. The **Contract** will not provide **Coverage** if **You** fail to provide such verifiable receipts or if such records indicate a **Pre-Existing** condition, as stated in the Exclusions section of the **Contract**.

### 6. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** Holder.

- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
- A completed transfer form; with
  - Name and Address of new owner, date of sale to new owner, current mileage; and
  - \$75.00 Transfer Fee (\$40.00 for Florida residents) made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work, which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

## 7. OUR RIGHT TO RECOVER PAYMENT

In the event we have assisted **You** with payment of a claim which should have been covered by a manufacturer's warranty, parts warranty, recall, etc. **You** agree to provide reasonable assistance to help **Us** recover these funds. **Your** rights shall become **Our** rights and **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

## 8. FINANCIAL AGREEMENTS

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

## 9. RENEWABLE COVERAGE

All Vehicle Service **Contracts** may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service **Contract** in order to qualify for a replacement **Contract**. The **Vehicle** must meet the then current underwriting guidelines relative to the **Vehicle** eligibility and **Coverage** availability. A full mechanical inspection of the **Vehicle** may be required. If all the above criteria are met, the Seller may issue a replacement Vehicle Service **Contract**. A Vehicle Service **Contract** may be issued subject to the payment of the amount due on the type of **Vehicle** being covered, for the plan purchased, pursuant to the then current rates and guidelines.

## CANCELLATION OF YOUR CONTRACT

- a. **You** may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the Issuing Seller. If **You** cancel this **Contract**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the original **Contract** Holder.
- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- c. If this **Contract** has been purchased on a payment plan, the Seller shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah and Wyoming).
- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

## HOW TO FILE A CLAIM

### A. IF THE VEHICLE INCURS A BREAKDOWN, YOU SHOULD TAKE THE FOLLOWING STEPS.

1. Prevent Further Damage - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a repair within a reasonable amount of time when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so, may result in the denial of **Coverage**.

2. Get the **Vehicle** to a Licensed Repair Facility – If the **Vehicle** breaks down take the **Vehicle** to any licensed repair facility (the **Administrator** can assist in locating a repair facility).
3. Provide Repair Facility with a copy of this **Contract** and / or the **Contract** Number.

**IMPORTANT:** Evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.

4. **Register** repairs with the **Administrator** – Ask the Service Manager to call the **Administrator’s** Support Representative at (800) 616-1215 to **Register** the claim. If the Service Manager is unable to call, **You** must call prior to any repairs being performed. Prior to any repair being made, **You** or the repair facility must contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

**NOTE:** Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any Teardown.

5. Authorization for teardown and / or inspection – In some cases, **You** may need to authorize the repair facility to teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made. Instruct the repair facility to save all components including fluids and filters, in the event the **Administrator** requires an inspection.

**IMPORTANT:** The cost of the teardown will not be paid if the failure of the component disassembled is not covered under this **Contract**.

#### **B. SERVICE MANAGER’S GUIDE TO FILING A CLAIM.**

1. Customer’s Complaint, Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs.
2. **Register** the repair with the **Administrator** – The repair facility must call the **Administrator’s** Support Representative at (800) 616-1215 to **Register** the claim. The following items are necessary when placing the call.
  - a. Last 8 digits of the **Vehicle** Identification Number
  - b. Date of the Repair Order
  - c. Mileage on **Vehicle** at time of repair
  - d. Repair Order Number

**NOTE:** We use a voice activated system to assist in starting a claim to help expedite the process. Background noise can hinder this process.

Once the claim has been initiated, the following information is needed.

- I. Cause of failure and Cure
- II. Cost of the Repair
- III. Factory Part Number(s)
3. The Support Representative will verify **Coverage** and –
  - A. **Register** Claim – The **Administrator** will **Register** the claim by issuing a Reference Number. This Reference Number must be recorded on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. At the time the claim is **Registered**, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

**OR**

- B. Request Additional Evaluation – Request further evaluation, teardown or outside inspection.
  - I. Inspection – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated and/or not required with the teardown are not covered.
  - II. Teardown – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. If the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.

Listed below is the Inspection teardown Policy.

- a. Save all components, including fluids and filters, that need to be inspected. **We** may require covered components to be retained for **Our** disposal.

- b. The Support Representative will arrange for inspection.
- c. If not visited within 48 hours, call the Support Representative.

**OR**

C. Deny Claim – Deny the request.

4. Review Coverage – After the **Administrator** has been contacted, the Service Manager and **Contract** Holder should review what will be covered by this **Contract** and what portions of the repairs, if any, will not be covered.
5. Contract Holder’s Approval for Repairs – **Contract** Holder’s approval is required to complete the repairs. All Repair Orders must have **Contract** Holder’s signature.
6. Pay Any Applicable Deductible – We will reimburse the repair facility or the **Contract** Holder for the cost of the work performed on the **Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all Repair Orders and documentation must be submitted to the **Administrator** within sixty (60) days (90 days in Florida; 365 days in Wisconsin; as soon as reasonably possible in Utah), to be eligible for payment.
7. Emergency Repairs – Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator’s** office cannot be contacted, the **Contract** Holder may need to pay the repair bill in full and call the **Administrator’s** office within five (5) business days from the date of repair (365 days in Wisconsin; as soon as reasonably possible in Utah), to determine if such repair is covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the **Registered** amount of the repair, less the **Deductible** (if any), subject to the Terms and Conditions contained herein. If there are any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the number below and ask for a Customer Support Representative.

**Administrator**

Warrantech Automotive, Inc.

P.O. Box 410, Alvarado, TX 76009

Customer Service/Claims (800) 616-1215; Fax (817) 785-6702

**FOR 24-HOUR ROADSIDE ASSISTANCE SERVICES YOU MUST CALL (866) 751-3076**

**HAVE AVAILABLE PRODUCER CODE (65448), YOUR VEHICLE SERVICE CONTRACT NUMBER, AND YOUR PLAN LETTER (B)**

Available 24 hrs/day-365 days/year

**SCHEDULE OF COVERAGES**

**YELLOW COVERAGE**

**ENGINE** – engine block; cylinder head(s); cylinder barrels; timing cover; valve cover(s) and oil pan are covered only if damaged by the failure of an internally lubricated part listed below. The following internally lubricated parts are covered: pistons; wrist pins and rings; connecting rods and bearings; crankshaft and bearings; camshaft; lifters; followers and cam bearings; rocker arms; push rods; shafts and bushings; valves; springs; replaceable guides; seats; timing gear and chain; timing chain or belt and tensioner; eccentric shaft; oil pump; water pump; harmonic balancer; flywheel/flex plate and ring gear. Also covered are the internally lubricated parts of the vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internally lubricated part. For vehicles with rotary engines the following is covered: rotary chamber; main bearing; rotor; and the parts listed above. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**TRANSMISSION** – transmission case; transfer case and torque converter case are covered only if damaged by the failure of an internally lubricated part. All parts contained within the case including the following internally lubricated parts are covered: oil pump; valve body; governor; vacuum modulator; internal linkage; bearings; gear sets; bands; main shaft; drum; sealing rings. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**DRIVE AXLE** – differential housing; transaxle housing and final drive housing only if damaged by the failure of an internally lubricated part. All parts contained within the housing including the following internally lubricated parts are covered: axle shafts; gear sets; bearings; constant velocity joints (excluding boots); universal joints; drive shaft; locking hubs and rings. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**ELECTRICAL** – starter and solenoid; alternator; voltage regulator; distributor; engine compartment wiring harness; wiper motors; wiper switch; analog gauges; window motors; power window switches; defroster switch; mirror motors and controls; convertible top motor and switch; power door lock actuators and switches; cruise control engagement switch; combination turn signal switch; wiper delay switch and controller; front differential engagement switch and motor; power trunk release and switch.

**STEERING** – gear housing is covered only if damaged by the failure of an internally lubricated part. All parts contained within the steering rack/gear housing are covered including the following: rack and pinion; power steering pump; power cylinder; main and intermediate shafts; couplings; pitman arm; idler arm; tie rod ends. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**AIR CONDITIONING** – compressor; clutch; clutch coil; and clutch pulley; condenser; evaporator; expansion valve; idler pulley and bearing; high/low cut-off switch; pressure cycling switch. The following parts are also covered if they are required in connection with the repair of a covered part listed above **and** only if they have failed: accumulator/drier; orifice tube. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**SUSPENSION** – upper and lower control arms; shafts and bushings; upper and lower ball joints; steering knuckles; wheel bearings; stabilizer shaft; linkage and bushings; kingpins and bushings; spindle and support; torsion bars. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**BRAKES** – master cylinder; power assist-booster pump; vacuum assist booster; wheel cylinders; combination valve (proportioning valve); steel hydraulic lines and fittings; brake calipers. The following ABS parts are also covered: wheel speed sensors; hydraulic pump/motor and electronic control module. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**COOLING SYSTEM** – Water pump; engine cooling fan and motor; fan clutch. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**FUEL** – Fuel pump; fuel injection pump; fuel nozzles; metal lines and tank filler neck. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**ELECTRONIC HIGH TECH** – suspension level control compressor; height sensor and limiter valve; pneumatic suspension pump, sensors and valves; spark control detonation sensors, anti-detonation sensors; ignition module; knock sensor; vehicle manufacturer installed combination entry system. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

**TECHNOLOGY PACKAGE** (original factory installed)– AM/FM radio/cassette/CD players (not to exceed \$3000 repair/replacement cost), graphic equalizer, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems.

**MODERN FEATURES PACKAGE** (original factory installed) – park assist and components, backup camera, Bluetooth, blind spot sensors, trunk liftgate sensors, lane departure warnings, correctors (driver assistance features).

**TAXES AND FLUIDS** – State and local taxes where applicable and fluids to complete a covered repair.

## BENEFITS

**RENTAL.** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement **Vehicle** (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) for every four (4) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** applies to this benefit.

**TRIP INTERRUPTION.** In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days (total benefit per occurrence of \$300). No **Deductible** applies to this benefit.

## SURCHARGED COVERAGE

**COMMERCIAL USE.** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage. This surcharge is mandatory as it applies.

## 24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL 1-866-751-3076

These services are provided, independent of this Vehicle Service **Contract**. Roadside assistance services provided by 24-hour Roadside Assistance Services are provided by Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431.

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 15 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free 1-866-751-3076. **You** will be required to give the representative assisting **You** the following information: Producer Code – 65448, **Your** Vehicle Service **Contract** Number on **Your Registration Page** and **Your** plan letter which is B.

### Coverage

One service is available per 72 hour period.

Services Available to You at no cost are:

- Tow up to 15 miles
- Battery Jump Start
- Flat Tire change
- Fuel Delivery (**You** are responsible for the actual cost of delivered materials)
- Locksmith

### Reimbursement

In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration.

### Reimbursable Costs

- Towing \$100
- All other services listed \$50

**Hotel and Motel Discounts** – Nation Safe Drivers has partnered with Hotels.com to offer hotel discounts to **You**. In order to access the discounts while traveling **You** may dial toll-free (800) 916-1439 and use discount code 136142. Same day reservations are taken until 8:00 p.m. local time. **You** may access the discounts online at [www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL. When **You** book online or through the toll-free number **You** may send us **Your** hotel stay receipts and receive a 5% cash back rebate. Please send **Your** receipts to:

### Nation Safe Drivers

800 Yamato Rd., Suite 100  
Boca Raton, FL 33431  
Attn: Hotel Rebates Dept.

**Rental Car and Airfare** – **You** may visit [www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL to take advantage of our online car rental and airfare packages.

**You** must send **Your** original receipted roadside bills along with a completed claim form to:

Nation Safe Drivers  
800 Yamato Rd., Suite 100  
Boca Raton, Florida 33431  
Attn: Claims

Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680.

## EXCLUSIONS

This Service **Contract** Provides No **Coverage** or Benefits:

- A. For any part not specifically listed in the Schedule of Coverages, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV/VCR/DVD players, game centers, speakers, AM/FM radio/cassette/CD players exceeding \$3000 repair or replacement costs, remote control consoles, radar detection devices, brake rotors and drums, shocks, struts, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic



converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, weather strips, trim, moldings, bright metal, chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the Schedule of Coverages (except where required in conjunction with a covered repair).

- B. For maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to, alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- C. For any damage and/or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, acts of terrorism, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle or improper servicing or repairs subsequent to purchase. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a Breakdown, is Your responsibility and expense.
- F. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
- G. If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase of this Contract.
- H. If Your Vehicle has ever been a total loss, salvaged, rebuilt, is a grey market or similarly titled vehicle.
- I. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Schedule of Coverages), including any Consequential Damage to a non-covered part that result from a Breakdown.
- J. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component, full or certified coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Contract), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- K. If Your Vehicle is used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or is used as a Commercial unit (unless appropriate surcharge is marked on the Registration Page and only as defined under "Definitions", "Commercial Use"), or is used for rental, taxi, limousine or shuttle, snow removal, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- L. For any Pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- M. For Breakdowns that occur and/or repairs made outside of the United States of America and Canada.

- N. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

## ARBITRATION PROVISION

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

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

Most customer concerns can be quickly and satisfactorily resolved by calling Warrantech Automotive, Inc. at (800) 616-1215. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

## ARBITRATION AGREEMENT

- (1) We and You agree to arbitrate **all disputes and claims** that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Contract (including, but not limited to, claims relating to marketing);
  - claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
  - claims that may arise after the termination of this **Contract**.Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Contract, You and We are each waiving the right to a trial by jury or to participate in a class action.** This **Contract** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the **Contract**.
- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., Warrantech Automotive, 2200 Highway 121, Bedford, TX 76021 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Contract**, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Contract**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000,

the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.

- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
- pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

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

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this **Contract** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **Contract**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

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

**The following Special State Requirements and/or Disclosures apply if the Contract Holder resides in one of the following states and supersede any other provision herein.**

#### **ALABAMA**

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

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

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days or a claim has been filed.

## ALASKA

This Vehicle Service **Contract** is not valid for sale in the State of Alaska.

## ARIZONA

**You** may also cancel this **Contract** by returning it to the **Administrator**, Warrantech Automotive, Inc., as listed on the **Registration Page**.

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

In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

Only those alterations made to **Your Vehicle** after the **Contract** start date are excluded as noted in EXCLUSION F.

EXCLUSION H. does not apply to Arizona residents.

EXCLUSIONS SECTION - Item L. is deleted and replaced with the following:

**L. If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.**

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44<sup>th</sup> St., 2<sup>nd</sup> Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

## CALIFORNIA

This Vehicle Service **Contract** is not valid for sale in the State of California.

## COLORADO

The policy number for Wesco Insurance Company is WIC-WAR-VSC-040111.

## CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of this **Contract**.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

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

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

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

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

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

## FLORIDA

The Service **Contract** Obligor/Provider and **Administrator** is Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, LICENSE #01913.

The rate charged to **You** for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

The definition of **Commercial Use** is deleted and replaced with the following:

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

**Deductible** – For New Vehicle Plans, Your Deductible will NOT be waived for repairs made at a Preferred Repair Facility. **You** must pay the **Deductible** indicated on **Your Registration Page** per visit for each approved repair.

**TRANSFER OF YOUR VEHICLE SERVICE CONTRACT** – 6.a. is deleted and replaced with the following:

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. Transfer must be initiated by the original **Contract** Holder.

**This Contract may be cancelled by You within sixty (60) days of purchase upon written request. We will refund one hundred percent (100%) of the gross written premium less claims paid and less an administrative fee of five percent (5%). If You cancel the Contract after sixty (60) days, We will refund ninety percent (90%) of the unearned pro rata premium less claims paid. If We cancel the Contract, We will return one hundred percent (100%) of the unearned pro rata premium less claims paid. After the Contract has been in effect for more than sixty (60) days, We may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor vehicle as prescribed by the manufacturer or non payment of premium, in which case You will be notified of cancellation by certified mail, or if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or Your Vehicle is found to be used as a Commercial vehicle and the applicable surcharge has not been marked on the Registration Page and payment has not been received for this surcharge.**

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

#### GEORGIA

The mandatory Waiting Period for Georgia residents shall not exceed 30 days from the **Contract** Purchase Date.

If this **Contract** has been purchased on a payment plan, the Seller shown on the **Registration Page** may cancel this **Contract** for non-payment only if they hold a power of attorney.

**We** may cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**.

In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

**EXCLUSIONS SECTION** – Items **D.** and **L.** are deleted and replaced with the following:

- D.** For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle or improper servicing or repairs subsequent to purchase. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- L.** For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

Only those alterations made to **Your Vehicle** while owned by **You** are excluded as noted in EXCLUSION F.

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

#### HAWAII

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

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

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

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

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

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

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

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

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

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

#### IDAHO

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

#### ILLINOIS

**THE DEFINITION OF "WE, US, AND OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS WARRANTECH AUTOMOTIVE, INC.**

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

The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Vehicle Service **Contract** price or fifty dollars (\$50.00).

#### INDIANA

**Your** proof of payment to the issuing seller for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**.

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

EXCLUSIONS SECTION - Item L. is deleted and replaced with the following:

**L. For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Contract Purchase Date.**

If **We** fail to perform or make payment due under the service **Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the insurer that issued the provider's service **Contract** reimbursement policy, including any applicable requirement under the service **Contract** that the provider refund any part of the cost of the service **Contract** upon cancellation of the service **Contract**.

Arbitration Provision - Item 7 is deleted in its entirety. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

#### IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (877) 955-1212.

If **You** cancel this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the service **Contract** to the Service Company.

#### KANSAS

**24 HOUR ROADSIDE ASSISTANCE SERVICES** - Locksmith service is not available.

## LOUISIANA

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.**

CANCELLATION OF **YOUR CONTRACT** SECTION – Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is cancelled within the first thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded, less a fifty dollar (\$50) administrative fee. If this **Contract** is cancelled after the first thirty (30) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee.

## MAINE

An administrative fee not to exceed fifty dollars (\$50.00) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

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

## MARYLAND

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. If **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is extended until the repair is completed.

## MASSACHUSETTS

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

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

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

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

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

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

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

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

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

## MINNESOTA

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

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

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

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

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

**Engine.** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission.** Case; Internal Parts; Torque Converter; or, the

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

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

If **We** cancel this **Contract** for nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

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

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

EXCLUSIONS SECTION – Items **B.** is deleted in its entirety and replaced by the following,

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

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

#### MISSISSIPPI

**Our** obligations and the performance to **You** under the Service Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038.

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

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

#### MISSOURI

This **Vehicle** Service **Contract** is not valid for sale in the State of Missouri.

#### MONTANA

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties **You** relating to the covered **Vehicle** or its use.

#### NEBRASKA

**We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

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

#### NEVADA

**THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.**

**This Service Contract is subject to a Waiting Period.**

**We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this Service **Contract** for: (a) Nonpayment by **You**; (b) **Your** conviction of a crime which results in an increase in the service required under



this **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by **You** or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of the **Contract** and which substantially and materially increases the service required under the **Contract**; or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this **Contract** was issued or sold. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, no administrative fee will be deducted. In the event **We** cancel this **Contract**, written notice will be sent to **You** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

**You** may cancel this **Contract** at any time. If **You** have made no claim and **Your** request for cancellation is within sixty days (60) days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first sixty days (60) days, **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. In no event will claims paid or repair service fees be deducted from any refund. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the **Contract** price will be added to the refund for every thirty (30) days the refund is not paid.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION – Item **8**, is deleted and replaced with the following:

#### **8. FINANCIAL AGREEMENTS**

If this **Contract** was purchased on a payment plan the Seller shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract**. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Contract**.

EXCLUSION SECTION – Item F. is amended to include the following:

**This Contract will not cover any unauthorized or non-manufacturer recommended modifications or alterations to the covered Vehicle, or any damages arising from such unauthorized or non-manufacturer recommended modifications or alterations. However, if the covered Vehicle is modified or altered in an unauthorized or non-manufacturer recommended manner, We will not automatically suspend all Coverage. Rather, this Contract will continue to provide any applicable Coverage that is not related to the unauthorized or non-manufacturer recommended modification or alteration or any damages arising therefrom, unless such Coverage is otherwise excluded by the terms of this Contract.**

ARBITRATION PROVISION – Pursuant to Nevada law, the arbitration provision is not mandatory

#### **NEW HAMPSHIRE**

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

Cancellation and Transfer Fees do not apply.

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

#### **NEW JERSEY**

If **You** request cancellation of this **Contract** within sixty (60) days of the purchase date of the **Contract** and the refund is not paid or credited within forty-five (45) days after **Your** cancellation request to **Us**, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties **You** relating to the covered product or its use.

#### **NEW MEXICO**

**You** may cancel this **Contract** within sixty (60) days of the time of sale. If **You** have made no claim, the service **Contract** is void and the full purchase price will be refunded to **You**. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of **Your** return of the service **Contract**. These provisions apply only to the original purchaser of the service **Contract**. In the event **We** cancel this service **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation

with the effective date for the cancellation and the reason for the cancellation. The provider of this service **Contract** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use.

#### NEW YORK

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

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

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

Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

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

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

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the **Contract** to the provider.

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

#### NORTH CAROLINA

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. **We** may cancel this **Contract** only for non-payment of the purchase price of the **Contract** or a direct violation of the **Contract** by **You**. The total amount of all authorized claims will be deducted from all refunds.

#### OKLAHOMA

**IMPORTANT INFORMATION YOU NEED TO KNOW SECTION - THE VEHICLE SERVICE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE OF FLORIDA, INC.**

This is not an Insurance Contract. **Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

FINANCIAL AGREEMENTS is deleted and replaced with the following:

#### FINANCIAL AGREEMENTS

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

**CANCELLATION** - Item **d.** is deleted and replaced with the following:

**d.** If this **Contract** is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled by the warranty holder after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**.

**ARBITRATION PROVISION** is amended as follows. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### OREGON

THE VEHICLE SERVICE **CONTRACT** OBLIGOR IS WARRANTECH AUTOMOTIVE, INC.

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

The **ARBITRATION PROVISION** and **ARBITRATION AGREEMENT** sections are deleted and replaced as follows.

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

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

#### RHODE ISLAND

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

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

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

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

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

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

#### SOUTH CAROLINA

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

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

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

#### TEXAS

If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge, less claims paid. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder (if any) will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** holder relating to the **Vehicle** or its use. If **We** cancel this **Contract**, no cancellation fee shall apply. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service **Contract** is cancelled.

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

#### UTAH

**THE VEHICLE SERVICE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.**

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint contact the Utah Insurance Department.

NOTE: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

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

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective 10 days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

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

24 Hour Roadside Assistance Services are provided by Nation Safe Drivers.

The motor club provided in **Your Contract** is Nation Safe Drivers.

Payment for this **Contract** will be received on a monthly basis.

#### VERMONT

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

#### WASHINGTON

This Vehicle Service **Contract** is not valid for sale in the State of Washington.

#### WISCONSIN

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

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

CANCELLATION OF YOUR CONTRACT SECTION - Items b. and d. are deleted and replaced with the following.

b. **WE** may only cancel this **Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **WE** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

d. **You** may cancel/reject and return the warranty **Contract** within fifteen (15) calendar days of the delivery of the warranty **Contract** and receive a full refund less the actual costs or charges needed to issue and service the warranty **Contract**. If this **Contract** is cancelled after fifteen (15) calendar days of delivery of the warranty **Contract**, **WE** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder (if any), will be named on a cancellation refund check as their interest may appear. ) In the event of cancellation **You** will not be charged for claims paid or repair service fees.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc.

If a covered claim is not paid within sixty (60) days after proof of loss has been filed or, if the provider becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company for reimbursement, payment or provision of this **Contract**.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the

laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

#### WYOMING

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

The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, a ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

The Arbitration Provision section of this **Contract** is replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.