



# THE IMPORT WAREHOUSE

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## **PLATINUM** Certified Warranty *Contract Sample*

as provided by 

# MECHANICAL REPAIR SERVICE CONTRACT

This agreement describes the coverage **You** will have under **Your** Mechanical Repair Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all terms of this Service Contract, **We** agree with **You** as follows:

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## I. KEY TERMS

"**Vehicle**" means the covered car or truck shown in Section 2 on the Information Schedule.

"**You**" and "**Your**" mean the customer (private individual) shown in Section 1 on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

"**We**", "**Us**" and "**Our**" means Automotive Warranty Services, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-866-460-9349 except in the states of Alaska and Maine where **We, Us** and **Our** means the **Selling Dealer** issuing this Service Contract; in the state of Alabama where **We, Us** and **Our** means Automotive Warranty Services, Inc., d.b.a. Alabama Warranty Services, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-866-460-9349; in the states of Arizona, Iowa and Wyoming where **We, Us** and **Our** means Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-866-460-9349; in the state of California where **We, Us** and **Our** means Motor Warranty Services of North America, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-866-460-9349, California License #OE40891; in the states of Louisiana, Oklahoma and Wisconsin where **We, Us** and **Our** means **Automotive Warranty Services of Florida, Inc.**, 175 West Jackson Blvd., Chicago, Illinois 1-866-460-9349, Florida License #60023; and in the state of West Virginia where **We, Us** and **Our** means Automotive Warranty Services, Inc. d.b.a. West Virginia Warranty Services, 175 West Jackson Blvd., Chicago, Illinois 60604, 1-866-460-9349.

"**Administrator**" means Administration Plus USA LLC, 5200 Upper Metro Place, Suite 350, Dublin, Ohio 43017, 1-888-218-8217.

"**Breakdown**" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"**Odometer Miles**" means the actual miles **Your Vehicle** has traveled as recorded on an unaltered odometer.

"**Cost**" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

**At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts.**

"**Warranty**" means any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty** or a **Repair Facility** guarantee.

"**Deductible**" means the amount **You** are required to pay, as shown in Section 3 on the Information Schedule, per visit for covered **Breakdowns**. The standard **Deductible** is \$100, or **You** may select an optional \$50 or optional \$200 on any plan or \$0 **Deductible** on Platinum Plus, with applicable surcharge. If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Service Contract will pay the manufacturer's **Deductible**.

"**Months**" means the number of **Months** shown on the Information Schedule.

"**Miles**" means the number of **Miles** shown on the Information Schedule.

"**Service Contract Price**" means the amount **You** paid for this Service Contract shown on the Information Schedule.

"**Service Contract Purchase Date**" means the date **You** purchased this Service Contract shown in Section 3 on the Information Schedule.

"**In-Service Date**" means the **Vehicle's** factory **Warranty** start date or the **Vehicle's** first day of use, whichever occurs first, regardless of the **Service Contract Purchase Date**.

"**Repair Facility**" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

"**Selling Dealer**" means the dealer from whom **You** purchased this Service Contract shown in Section 4 on the Information Schedule.

## II. WHAT THIS SERVICE CONTRACT COVERS

### A. BREAKDOWN

During the Service Contract Period, subject to the selected Coverage Plan, **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any **Breakdown** of the following parts less **Your Deductible**.

**At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufacturer parts.**

#### SILVER COVERAGE

When the SILVER Coverage Plan box has been checked on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

**Engine:** All internally lubricated parts including but not limited to: crankshaft and bearings, oil pump, pistons, piston rings, connection rods and rod bearings, timing chain, timing belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs, harmonic balancer. Engine blocks and cylinder heads are also covered if **Breakdown** was caused by an internally lubricated part.

**Turbocharged/Supercharged/Diesel Engines:** All internally lubricated parts, turbocharger and injection pump.

**Super/Turbo, Diesel Engine and North Start Engine must purchase if so equipped. Coverage will apply only when selected in Section 3 on the Information Schedule and the appropriate surcharge has been paid.**

**Automatic/Standard Transmission:** All internally lubricated parts within the gear case, torque converter, housing if **Breakdown** was caused by the failure of an internally lubricated part. (Clutch plate, pressure plate, Flywheel, release and pilot bearings are NOT included).

**Drive Axle Assembly (2 Wheel Drive):** All internally lubricated parts. Universal and CV joints except if boot was damaged or missing. Drive axle housing is also covered if damage is caused by **Breakdown** of an internally lubricated part.

**Drive Axle Assembly (4 Wheel and All Wheel Drive):** All internally lubricated parts, C/V joints (except if boot was damaged or missing). Housing and transfer case if damaged by an internally lubricated part.

**4 Wheel Drive / All Wheel Drive must purchase if so equipped. Coverage will apply only when selected in Section 3 on the Information Schedule and the appropriate surcharge has been paid.**

**Cooling:** Water pump.

**Electrical:** Alternator and starter (limited to 50% of parts and labor costs, for Silver coverage only).

#### GOLD COVERAGE

When the GOLD Coverage Plan box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the SILVER coverage, are covered. Parts not listed are not covered.

**Air Conditioning:** Compressor, clutch, coil pulley, evaporator, accumulator and condenser, if factory installed.

**Front Suspension:** Struts, upper and lower control arms, upper and lower ball joints, steering knuckle, wheel bearings, control arm shaft and bushings, stabilizer bar, linkage and bushings.

**Steering:** Power steering pump, steering gear housing and its internal parts and rack and pinion assembly.

**Brakes:** Master cylinder, vacuum booster, wheel cylinders, disc brake calipers, proportioning and control valves, metal hydraulic lines and fittings. (Pads, shoes, drums or rotors are NOT covered).

**Cooling:** Radiator, fan clutch and cooling fan motor.

**Fuel Delivery:** Fuel pump, fuel tank, fuel injectors and metal fuel lines.

**Electrical:** Main battery, voltage regulator, wiper motors, wiper module, heater blower motor, window motors, window regulators, ignition module, ignition coil, engine operation computer, distributor, starter, starter solenoid, seat motors and door lock actuators, manually operated switches for all the above listed parts.

## II. WHAT THIS SERVICE CONTRACT COVERS (CONTINUED)

### PLATINUM COVERAGE

When the PLATINUM Coverage Plan box has been checked on the Information Schedule, **We** will remedy any **Breakdown of Your Vehicle** except items listed under Service Contract Section III. **"What This Service Contract Does Not Cover"**, seals and gaskets included for covered components.

### PLATINUM PLUS COVERAGE

When the PLATINUM PLUS Coverage Plan box has been checked on the Information Schedule, **We** will remedy any **Breakdown of Your Vehicle** except items listed under Service Contract Section III. **"What This Service Contract Does Not Cover"**, seals and gaskets included for covered components.

### GOLD WRAP COVERAGE

When the GOLD WRAP Coverage Plan box has been checked on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

**Air Conditioning:** Compressor, clutch, coil pulley, evaporator, accumulator and condenser, if factory installed.

**Front Suspension:** Struts, upper and lower control arms, upper and lower ball joints, steering knuckle, wheel bearings, control arm shaft and bushings, stabilizer bar, linkage and bushings.

**Steering:** Power steering pump, steering gear housing and its internal parts and rack and pinion assembly.

**Brakes:** Master cylinder, vacuum booster, wheel cylinders, disc brake calipers, proportioning and control valves, metal hydraulic lines and fittings. (Pads, shoes, drums or rotors are NOT covered).

**Cooling:** Radiator, fan clutch, water pump, and cooling fan motor.

**Fuel Delivery:** Fuel pump, fuel tank, fuel injectors and metal fuel lines.

**Electrical:** Main battery, voltage regulator, alternator, wiper motors, wiper module, heater blower motor, window motors, window regulators, ignition module, ignition coil, engine operation computer, distributor, starter, starter solenoid, seat motors and door lock actuators, manually operated switches for all the above listed parts, Seals and Gaskets for listed components if option is selected and paid for.

### PLATINUM PLUS WRAP COVERAGE

When the PLATINUM PLUS WRAP Coverage Plan box has been checked on the Information Schedule, **We** will remedy any **Breakdown of Your Vehicle** except items listed under Service Contract Section III. **"What This Service Contract Does Not Cover"** and all Power Train components covered by the manufacturer's **Warranty** and any Limited **Warranty** including but not limited to Engine, Transmission, Front Wheel Drive and Rear Wheel Drive for the Power Train assemblies.

### B. OPTIONAL COVERAGE

Optional Coverage, described below, adds coverage to the Coverage Plan box checked in Section 5 on the Information Schedule and is an additional cost. Optional Coverage applies only when selected in Section 3 on the Information Schedule and the appropriate surcharge has been paid.

#### 1. Seals and Gaskets (Silver and Gold Coverage Only)

All seals and gaskets for listed components in Silver and Gold Coverage Plans.

#### 2. High Tech (Gold Coverage Only)

Fan blade, heater core, electronic control unit anti-lock computer module, wheel speed sensors/exciters, proportioning valves, high pressure hydraulic pump, accumulator, factory installed sunroof motor, convertible top motor, power antenna (motor only), remote keyless entry module, cruise control servo, cruise control module and transducer, compass, thermometer, electronic control module, oxygen sensor, ignition module, igniter, electronic instrument cluster and circuit board, speedometer head, fuel distributor, diesel injection pump, fuel sending unit, shackle bushings and eye bushings, leaf and coil springs, leaf and coil spring bushings, torsion bars, axle bearings, automatic leveling unit compressor, level sensor and limiter valve, expansion valve, POA valve, drier, hi-low pressure cut-off switch, ducts, arid automatic temperature control programmer, glove box door and hinge, seat tracks, interior and exterior door handles, door hinges, map/courtesy light assembly and hood/trunk gas struts.

### C. ADDITIONAL BENEFITS – No Deductible applies to additional benefits.

#### 1. Rental Reimbursement (Not Available for Silver Coverage)

During the time when **Your Vehicle** is being repaired at an authorized **Repair Facility** for the failure of a covered part, **You** may qualify for rental car reimbursement of up to \$35 per day, with a 5-day maximum, not to exceed \$175 per occurrence. **Vehicle** must be rented from the dealer or from a licensed auto rental facility. In determining the amount due under this rental coverage, nationally accredited flat-rate manuals will be used to determine the repair time. This time specifically excludes downtime waiting for parts or other delays beyond control of the dealer or **Repair Facility**. The labor time used to determine the amount of the rental reimbursement will be 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Rental car reimbursement will not continue beyond the day that repairs are completed and **You** are notified of completion.

#### 2. Trip Interruption (Not Available in New York and Texas) (Not Available for Silver Coverage)

In the event of a **Breakdown** covered by this Service Contract which occurs more than 100 miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, the **Administrator** will reimburse **You** for motel and meal expenses not to exceed \$75 per day for up to 3 days. The maximum benefit per occurrence is \$225.

#### 3. Emergency Roadside Assistance (Not Available in Kentucky) (Not Available for Silver Coverage)

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **You** will only have to pay for covered costs in excess of \$100 per occurrence and for any non-covered expenses. Service must be a covered benefit under the terms and conditions of this Service Contract. This benefit is available only for the **Vehicle** listed in Section 2 on the Information Schedule.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when **Your Vehicle** is inoperable or unsafe to drive, **Your Vehicle** will be towed to the closest **Repair Facility** or to any other location requested by **You**.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with **Your** spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **Your Vehicle** is in immediate need.
- **Lock-out Assistance** – if **Your** keys are locked inside **Your Vehicle**, assistance will be provided in gaining entry into **Your Vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **Your Vehicle**.

**For Emergency Roadside Assistance, call toll-free: 1-866-684-9744.**

## III. WHAT THIS SERVICE CONTRACT DOES NOT COVER

### MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR SERVICE CONTRACT:

- THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER SERVICE CONTRACT SECTION IV. MAINTENANCE REQUIREMENTS OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
- OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), CARBURETOR, BATTERIES, FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE, CLUTCH THROW OUT BEARING, AND SAFETY RESTRAINT SYSTEM INCLUDING AIRBAGS.**
- GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, VINYL AND CONVERTIBLE TOPS, PAINT, SHEET METAL, BUMPER, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, AND REMOVABLE HARDTOP ASSEMBLIES.**
- AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS, AND APPLIANCES.**
- FOR PLATINUM PLUS WRAP COVERAGE ONLY – ALL POWERTRAIN COMPONENTS COVERED BY THE MANUFACTURER'S WARRANTY AND ANY LIMITED WARRANTY INCLUDING BUT NOT LIMITED TO ENGINE, TRANSMISSION, FRONT WHEEL DRIVE AND REAR WHEEL DRIVE FOR THE POWERTRAIN ASSEMBLIES.**

IN ADDITION, WE WILL NOT PAY BENEFITS:

- FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.**
- FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.**
- IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.**
- WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.**
- FOR EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.**
- FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**
- FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
- FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN.**
- FOR A BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.**
- FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT NOT LIMITED TO: ENGINE AND TRANSMISSION.**
- IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.**
- FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
- FOR A BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.**
- FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**
- IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.**
- FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.**
- FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.**

### III. WHAT THIS SERVICE CONTRACT DOES NOT COVER (CONTINUED)

18. TO CORRECT A COSMETIC IMPERFECTION.
19. FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
20. FOR A BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
21. FOR A BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
22. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES, EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER.
23. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 3/4 TON. HOWEVER, WHEN THE 1 TON/DUAL WHEEL TRUCKS (SILVER & GOLD ONLY) BOX HAS BEEN CHECKED IN SECTION 3 OF THE INFORMATION SCHEDULE, YOUR VEHICLE IS ELIGIBLE FOR SILVER AND GOLD COVERAGE ONLY. APPROPRIATE SURCHARGE MUST BE PAID FOR COVERAGE TO APPLY.
24. FOR A BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
25. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.
26. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED PART.
27. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
28. FOR A BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
29. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
30. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
31. FOR DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION).
32. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
33. IF YOUR VEHICLE IS POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL OR SYSTEMS THAT ARE CONSIDERED ALTERNATIVE FUEL OR ELECTRIC/HYBRID VEHICLE RELATED.
34. FOR A BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.

IN ADDITION TO THE ABOVE (I.E. ITEMS 1-34), UNDER EMERGENCY ROADSIDE ASSISTANCE, WE WILL NOT PAY BENEFITS:

35. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, COST OF INSTALLATION OF PRODUCTS OR MATERIALS.
36. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
37. FOR ANY SERVICE AVAILABLE THROUGH A VALID MANUFACTURER'S WARRANTY OR SERVICE.
38. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
39. FOR CAMPING TRAILERS, TRAVEL TRAILERS OR ANY VEHICLES IN TOW.
40. FOR ANY FINES, VEHICLE STORAGE CHARGES OR A SECOND TOW.
41. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP.
42. FOR TOWING BY OTHER THAN A LICENSED TOWING SERVICE, SERVICE STATION OR GARAGE
43. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED.
44. FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS, AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION, ETC.
45. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING, OR OTHER VIOLATIONS OF LAW.
46. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
47. FOR MORE THAN ONE DISABLEMENT FOR THE SAME CAUSE DURING ANY SEVEN DAY PERIOD.
48. FOR SERVICE SECURED INDEPENDENTLY OF THIS PROGRAM. FEES FOR SERVICE INCURRED INDEPENDENTLY ARE NOT COVERED.

### IV. MAINTENANCE REQUIREMENTS

In order to keep Your Service Contract valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners Manual, or You must have Your Vehicle serviced in the following manner every six (6) months or six thousand (6,000) miles, whichever comes first:

1. Change engine oil and filter.
2. Check PCV valve operation.
3. Check and maintain power steering fluid level.
4. Check and maintain transmission fluid level.
5. Check and maintain drive axle fluid level.
6. Lubricate front suspension.
7. Check and maintain the proper level of coolant.

In accordance with Manufacturers prescribed service intervals You must; change transmission fluid, drive axle fluid and brake fluid. Follow all other recommendations of the manufacturer regarding other special services (if applicable to Your model) as outlined in the Owners Manual.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

### V. WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION

Before any covered repairs can begin, You must contact the Selling Dealer or the Administrator. If You have moved or are traveling out of town, call the Administrator toll-free:

**1-888-218-8217**

### VI. YOUR RESPONSIBILITIES

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.

If You experience a Breakdown, You agree to:

- Use all reasonable means to protect Your Vehicle from further damage.
- Notify the Administrator as soon as possible.
- Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.
- Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Period as defined in Service Contract Section IV. Maintenance Requirements.
- Reserve the Administrator the right to refer Your Vehicle to the Selling Dealer or a dealership that sells and services Your type of Vehicle, for certain repairs.
- Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
- Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract.
- Call the following business day or as soon as reasonably possible to receive claim filing instructions should a Breakdown occur on a weekend or holiday. Customer service hours are 8:00 AM – 8:00 PM (EST) Monday through Friday.

## VII. GENERAL PROVISIONS

### 1. Service Contract Period

For Used Vehicle Term, the term of this Service Contract is the **Months** and **Miles** shown in Section 6.1 on the Information Schedule. The term begins on the **Service Contract Purchase Date** and at the current odometer reading shown in Section 2 on the Information Schedule. The term ends when the **Months** from the **Service Contract Purchase Date** is reached or when the additional **Miles** are registered on the odometer, whichever occurs first.

For New Vehicle Term for Wrap Coverage, the term of this Service Contract is the **Months** and **Miles** shown in Section 6.2 on the Information Schedule. The term begins on the **Service Contract Purchase Date** shown in Section 3 on the Information Schedule. The term ends when the **Months** from the **In-Service Date** is reached or when the **Miles** are registered on the odometer, whichever occurs first.

For New Vehicle Term, the term of this Service Contract is the **Months** and **Miles** shown in Section 6.3 on the Information Schedule. The term begins on the **Service Contract Purchase Date** and at zero (0) **Miles**. The term ends when the **Months** from the **Service Contract Purchase Date** is reached or when the **Miles** are registered on the odometer, whichever occurs first.

### 2. When And Where You Are Covered

You are covered when this Service Contract is issued or transferred to **You**. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

### 3. If You Have Other Coverage

If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Rental Reimbursement coverage, Trip Interruption coverage, or Emergency Roadside Assistance coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

### 4. Your Help And Cooperation

Your help and cooperation is required if **We** ask **You** to help **Us** enforce **Your** rights against any manufacturer or **Repair Facility** who may be responsible to **You** for the **Cost** of repairs covered by this Service Contract.

### 5. Limit of Liability

Our limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event:

For Silver Coverage: 3 **Months**/3,000 **Miles** and 6 **Months**/6,000 **Miles** - the total of all benefits paid or payable shall not exceed \$1,500

12 **Months**/12,000 **Miles** - the total of all benefits paid or payable shall not exceed \$2,000

24 **Months**/24,000 **Miles** - the total of all benefits paid or payable shall not exceed \$2,500

For Gold, Platinum, Gold Wrap, Platinum Plus Wrap and Platinum Plus Coverage, the **Cost** shall not exceed the average retail value of **Your Vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.

### 6. Subrogation

If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

### 7. Dispute Resolution – Arbitration

This Service Contract requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Service Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

### 8. How This Service Contract May Be Transferred

Your rights and duties under this Service Contract may only be transferred once to a subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent owner and upon payment to **Us** of a \$50 transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if either the remaining portion of the original manufacturer Warranty including Powertrain Warranty or the Limited Warranty provided by **Us** has not been reduced, voided or transferred. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse or legal representative.

### 9. How This Service Contract May Be Canceled – Including Refunds And Charges

#### Cancellation By You

**You** may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer** or the **Administrator**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.

#### Cancellation By Us

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation.

**We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

#### Cancellation By Lienholder

If this Service Contract is financed, the Lienholder (shown in Section 2 on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

#### How Refunds are Calculated

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days or if **You** have incurred a claim, a pro-rata refund of the unused time or unused mileage will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of the unused **Months** or unused **Miles** compared to the total **Months** or total **Miles** of **Your** Service Contract Period, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**. If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.

### 10. Insurance

Our obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

### 11. Entire Service Contract

This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

## VIII. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

#### (1) Alabama

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You” is amended to include:

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

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

#### (2) Alaska

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include:

Exclusion #7 is revised to read “FOR A BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.”

Exclusion #15 is revised to read “IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOWPLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT, UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR SUCH USE AND IS NOT USED COMMERCIALY.”

Exclusion #16 is deleted in its entirety.

#### (3) Arizona

**NOTICE TO CUSTOMER** – is amended to include:

In the event a **Breakdown** occurs when the **Administrator's** office is closed, **You** may follow the claim procedures in the Service Contract without prior authorization. Reimbursement will be made to **You** or the **Repair Facility** in accordance with Service Contract provisions.

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include:

Exclusion #4 is revised to read, “WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION, EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY. (SEE SERVICE CONTRACT SECTION VI. YOUR RESPONSIBILITIES)”

## VIII. STATE AMENDMENTS (CONTINUED)

### (3) Arizona - Continued

Exclusion #14 is revised to read "FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS, WHILE THIS VEHICLE IS OWNED BY YOU (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).

Exclusion #33 is revised to read, "IF YOUR VEHICLE IS MODIFIED TO BE POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL, WHILE THIS VEHICLE IS OWNED BY YOU OR SYSTEMS THAT ARE CONSIDERED ALTERNATIVE FUEL OR ELECTRIC/HYBRID VEHICLE RELATED."

Exclusions #10, 12, 13, 15, 19, 22, 24, 25, & 31 are amended to include: "WHILE THIS VEHICLE IS OWNED BY YOU."

Exclusions #3, 11, 23 & 34 are deleted in their entirety.

**WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION** – is amended to include:

**Emergency Repair Instructions:** In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence emergency repairs without securing the Administrator's prior authorization. However, You or the authorized service representative must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

**GENERAL PROVISIONS** – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By Us" is amended to include:

We may cancel this Service Contract at any time for the following reasons:

- If there has been a material misrepresentation or fraud by You;
- If You have failed to maintain Your Vehicle as prescribed by the manufacturer;
- If, while owned by You, the odometer has been tampered with or disabled and You have failed to repair the odometer; or
- If You do not pay the Service Contract Price.

### (4) California

**GENERAL PROVISIONS** – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges" is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less.

The thirty (30) day written notice prior to cancellation is deleted and replaced with sixty (60) days.

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

No administrative fee will be charged within the first sixty (60) days of cancellation.

In section "How Refunds Are Calculated", the sentence "If the Service Contract is canceled by Us, the cancellation period of sixty (60) days is changed to ninety (90) days." is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 "Insurance" is deleted in its entirety and replaced by the following:

#### 10. Insurance

Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

### (5) Colorado

**GENERAL PROVISIONS** – Section 10 "Insurance" is deleted in its entirety and replaced by the following:

#### 10. Insurance

Our obligations under this Service Contract are insured under an Insurance Policy #2631 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

### (6) Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Period lapse while Your Vehicle is in the custody of a Repair Facility for a covered repair.

**GENERAL PROVISIONS** – Section 7 "Dispute Resolution – Arbitration" is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended Warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the Cost of repair of the product and a copy of this Service Contract.

### (7) Georgia

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include:

Exclusion #10 is revised to read "FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY OR RESTRICTED OIL FLOW."

Exclusion #14 is revised to read "FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. OVERSIZED TIRES, LIFT KIT, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS)."

Exclusion #22 is revised to read "IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICK-UP SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER."

Exclusion #25 is revised to read "IF, WHILE OWNED BY YOU, YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE."

Exclusion #34 is deleted in its entirety.

**YOUR RESPONSIBILITIES** – is amended to include:

The bullet point "Authorize the Repair Facility to perform necessary diagnostic work..." is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 "Dispute Resolution – Arbitration" is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges" is deleted in its entirety and replaced by the following:

#### 9. How This Service Contract May Be Canceled – Including Refunds And Charges

##### Cancellation By You

You, or a person authorized by You, may cancel this Service Contract at any time. To cancel, contact the Selling Dealer. The Selling Dealer will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to return to the Selling Dealer, You must provide written notice to Us. A copy of Your Service Contract and an odometer reading statement must be included with Your request for cancellation. If You cancel this Service Contract, You will receive 100% of the unearned pro-rata Service Contract Price, less an administrative fee of \$50 or 10%, whichever is less. The refund will be paid to the Lienholder if any, otherwise to You.

##### Cancellation By Us

We may cancel this Service Contract:

- In the event of fraud;
- In the event of material misrepresentation; or
- If You do not pay the Service Contract Price.

If We cancel this Service Contract, We will mail You written notice:

- At least ten (10) days prior to the effective date of cancellation if You do not pay the Service Contract Price; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If We cancel this Service Contract, You will receive 100% of the unearned pro-rata Service Contract Price. The refund will be paid to the Lienholder if any, otherwise to You.

If this Service Contract is financed and Your Vehicle is a total loss or is repossessed, You authorize Your Lienholder (shown in Section 2 on the Information Schedule) to cancel this Service Contract and receive the refund.

Should We fail to refund the unearned consideration, You have the right to receive the refund directly from Virginia Surety Company, Inc.

### (8) Hawaii

**GENERAL PROVISIONS** – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You" is amended to include:

If You cancel this Service Contract within sixty (60) days of the Service Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the Selling Dealer or the Administrator.

### (9) Idaho

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

### (10) Illinois

**GENERAL PROVISIONS** – Section 9 "How This Service Contract May Be Canceled – Including Refunds And Charges, How Refunds Are Calculated" is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

### (11) Indiana

Your proof of payment to the issuing dealer for this Service Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You, providing such insurance was in effect at the time You purchased this Service Contract.

## VIII. STATE AMENDMENTS (CONTINUED)

### (12) Iowa

**WHAT THIS SERVICE CONTRACT COVERS** – is amended to include:

Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

All refunds will be paid by the **Selling Dealer** to the Lienholder if any, otherwise to **You**.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address:

Iowa Insurance Department  
330 Maple Street  
Des Moines, Iowa 50319-0065

### (13) Kentucky

**WHAT THIS SERVICE CONTRACT COVERS** – Section C. 3. “Emergency Roadside Assistance” is deleted in its entirety and replaced with the following:

**3. Towing:** In the event of a Mechanical **Breakdown** of a covered part, **You** will be reimbursed for reasonable related towing charges not to exceed \$80 per occurrence, actually incurred to tow the **Vehicle** to the **Selling Dealer** or authorized **Repair Facility**.

### (14) Maryland

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By **You**” is amended to include:

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

### (15) Massachusetts

The following wording is added:

NOTICE TO CUSTOMER: THE COVERAGE **YOU** ARE BUYING IS **NOT** REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S **WARRANTIES** THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE **WARRANTIES** WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS CONTRACT.

### (16) Minnesota

**NOTICE TO CUSTOMER** – is amended to include:

The bullet point “**You** must follow the maintenance procedures...” is revised to read, “**You must follow the maintenance procedures listed in Service Contract Section IV. “Maintenance Requirements.” If Your failure to follow the procedures causes a Breakdown, You will be denied coverage.**”

The bullet point “If the manufacturer's **Warranty** has been declared void, this Service Contract does not cover the **Vehicle** until the end of what would have been the manufacturer's **Warranty.**” is deleted in its entirety.

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include:

Exclusion #1 is revised to read, “**FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE.**”

Exclusion #10 is revised to read, “**FOR ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.**”

Exclusion #25 is revised to read, “**IF, WHILE OWNED BY YOU, YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE.**”

Exclusions #2, 3, 20, 21 and 34 are deleted in their entirety.

**MAINTENANCE REQUIREMENTS** – is amended to include:

If **Your Vehicle** was not equipped with an Owners Manual when **You** purchased **Your Vehicle**, upon **Your** request, **We** will provide **You** with an Owners Manual which lists the Manufacturer's Maintenance Schedule.

The sentence “If **Your** failure to follow these procedures...” is revised to read, “**If Your failure to follow these procedures causes a Breakdown, You will be denied coverage.**”

The sentence “**We** may require **You** to furnish...” is revised to read, “**We will require You to furnish the Administrator with proof that the specified services have been performed.**”

The sentence “Failure to show proof of servicing...” is revised to read, “**Failure to show proof of servicing will result in the denial of coverage.**”

**GENERAL PROVISIONS** – is amended to include:

**Express Warranty**

Minnesota statute 325F.662 requires that every used motor **Vehicle** sold by a dealer is covered by an express **Warranty** which the dealer shall provide to the customer. At a minimum, the express **Warranty** applies to the following terms: (1) if the used motor **Vehicle** has less than 36,000 miles, the **Warranty** must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor **Vehicle** has 36,000 miles or more, but less than 75,000 miles, the **Warranty** must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Parts listed under Service Contract Section II. What This Service Contract Covers may be covered by the express **Warranty** and are covered by this Service Contract only after expiration of the express **Warranty**.

**GENERAL PROVISIONS** – Section 7 “Dispute Resolution – Arbitration” is amended to include:

The sentence “The laws of the state of Illinois...” is revised to read: The laws of the state of Minnesota (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By **Us**” is amended to include:

**We** may only cancel this Service Contract after ninety (90) days for the following reasons:

- If **Your Vehicle** is a total loss or is repossessed.
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

“How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By **You**” is amended to include:

If **You** cancel this Service Contract within twenty (20) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

### (17) Mississippi

**GENERAL PROVISIONS** – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

### (18) Missouri

**KEY TERMS** – “**We**”, “**Us**” and “**Our**” definition is amended to include: “**Provider**”

**WHO TO CALL FOR BREAKDOWN REPAIR AUTHORIZATION** – is amended to include:

**Emergency Repair Instructions:** In the event that a **Breakdown** of a covered part occurs when the **Administrator's** office is closed and emergency repairs are necessary, **You** may follow the claim procedures and commence emergency repairs without securing the **Administrator's** prior authorization. However, **You** or the authorized service representative must notify the **Administrator** of the repairs as soon as the **Administrator's** office reopens. **You** must submit written information and documentation concerning the **Breakdown** and repairs no later than thirty (30) days after the **Breakdown**. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive. Parts must be available for inspection when the **Administrator's** office reopens.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By **You**” is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by to the **Selling Dealer** or the **Administrator**, should the required refund not be paid within thirty (30) days of **Our** receipt of the canceled Service Contract. Should a penalty be due and owing, then **We** will pay it to the Lienholder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within fifteen (15) days of the date of cancellation.

**GENERAL PROVISIONS** – Section 10 “Insurance” is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

### (19) Nevada

**GENERAL PROVISIONS** – Section 1 “Service Contract Period” is amended to include:

This Service Contract is not renewable.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

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

**Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

**We** may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

In the Section “How Refunds Are Calculated” where the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

### (20) New Hampshire

**GENERAL PROVISIONS** – Section 10 “Insurance” is amended to include:

If **You** are not satisfied with the insurance company's response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

## VIII. STATE AMENDMENTS (CONTINUED)

### (21) New Mexico

**GENERAL PROVISIONS** – Section 1 “Service Contract Period” is amended to include:  
This Service Contract is not renewable.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

**Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

**We** may only cancel this Service Contract after seventy (70) days for the following reasons:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

In the Section “How Refunds Are Calculated” where the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

### (22) New York

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**.

### (23) North Carolina

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

**We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If there has been a material misrepresentation or fraud; or
- If **You** do not pay the **Service Contract Price**.

### (24) Oklahoma

The following wording is added:

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

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

#### **Cancellation By You**

**You** may cancel this Service Contract at any time. To cancel, contact the **Selling Dealer**. The **Selling Dealer** will assist with **Your** cancellation request and verify the mileage of **Your Vehicle**. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to **Us**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of \$50 or 10%, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

#### **Cancellation By Us**

**We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will be 100% of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 2 on the Information Schedule) to cancel this Service Contract and receive the refund.

### (25) South Carolina

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You” is amended to include:

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

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:

South Carolina Department of Insurance  
P.O. Box 100105  
Columbia, South Carolina 29201-3105  
1-803-737-6180

### (26) Texas

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By You” is amended to include:

If **You** cancel this Service Contract within sixty (60) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a 100% refund of the **Service Contract Price** will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Service Contract that is not paid within forty-five (45) days of return of this Service Contract to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after the Service Contract has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

### (27) Utah

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

**GENERAL PROVISIONS** – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

#### **7. Dispute Resolution – Arbitration**

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges, Cancellation By Us” is amended to include:

**We** may cancel this Service Contract at any time for any of the reasons listed below:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown in Section 2 on the Information Schedule) to receive the refund.

### (28) Wisconsin

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

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include:

Exclusion #4 is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 “Subrogation” is amended to include:

**You** will be made whole before **We** retain any amount **We** may recover.

**GENERAL PROVISIONS** – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

**Our** right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

In section “How Refunds Are Calculated”, the sentence “If the Service Contract is canceled by **Us**, the cancellation period of sixty (60) days is changed to ninety (90) days.” is deleted in its entirety.

### (29) Wyoming

**GENERAL PROVISIONS** – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 9 “How This Service Contract May Be Canceled – Including Refunds And Charges” is amended to include:

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

The sentence “All refunds will be paid to the Lienholder if any, otherwise to **You**.” is revised to read, “All refunds will be made payable to the Lienholder and **You**.”

## **IX. LENDER REQUIREMENTS**

If **Your Vehicle** is financed with Toyota Motor Credit Corporation (TMCC) or Ford Motor Credit Corporation (FMCC):

GENERAL PROVISIONS – Section 5 "Limit of Liability" is deleted in its entirety and replaced by the following:

**Our** limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of **Your Vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.

**FOR BREAKDOWN AUTHORIZATION, CALL YOUR SELLING DEALER OR:**

– Call the **Administrator** toll-free: 1-888-218-8217

**FOR TOWING OR OTHER EMERGENCY ROADSIDE ASSISTANCE:**

– Call toll-free: 1-866-684-9744