

VehicleOne Customer Agreement - Alt

PART I. DEFINITIONS

Breakdown – Means the total failure of a covered part to perform the function for which it was designed, due solely to defects in material or faulty workmanship and not as the result of wear and tear.

Commercial Usage Coverage – Means only those vehicles which are used in pickup and delivery (excluding taxi, limousine or shuttle), route work, (excluding mail and newspaper delivery), service or repair work, construction job site activities and hauling, which may be driven by non-related multiple drivers. Usage must not exceed manufacturer's ratings and/or limitations of **Your Vehicle.** Commercial Usage Coverage is available on New vehicle plans only.

Contract – Means this Vehicle Service **Contract,** including the Registration Page.

Coverage - Means the protection You have selected, as shown on the Registration Page.

Deductible – Means the amount **You** are required to pay, as shown on the Registration Page, per repair visit, for covered repairs.

Issuing Dealer - Means the business entity from whom You purchased this Contract.

Lubricated Part - Means a part that requires lubrication to perform its function.

New Vehicle Plan – Means a **Contract** with a Length of Protection of 48 months/60,000 miles or greater, as stated on the Registration Page.

Reducing Deductible – Means if You have purchased the Reducing Deductible option and You have repairs made at the Issuing Dealer where You purchased this Contract, Your Deductible will be waived.

Repair Facility – Means a **Repair Facility** licensed and/or regulated by the state to perform repairs for profit. The **Repair Facility** must have a tax identification number where required.

Used Vehicle Plan – Means a **Contract** with a Length of Protection of 48 months/48,000 miles or less, as stated on the Registration Page.

We, Us, Our, Administrator - Means Universal Warranty Corporation who is obligated to perform under this Contract.

In Alaska **We, Us, Our** Obligor means **Issuing dealer** who is obligated to perform under this **Contract**. The **Administrator** means Universal Warranty Corporation, P.O. Box 802528, Chicago, IL 60680, 1-866-215-7080.

In California We, Us, Our, Administrator means GMAC Risk Services Inc. who is obligated to perform under this Contract.

In Florida **We, Us, Our** means the Obligor, WESCO INSURANCE COMPANY, 59 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038. The **Administrator** means MIC Property and Casualty Insurance Corporation, Executive/Administrative Offices: 300 Galleria Officentre, Suite 200, Southfield, MI 48034, Wesco Florida License No. 01913.

In New York We, Us, Our, Administrator means CoverageOne Agency, who is obligated to perform under this Contract.

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

Your Vehicle - Means the vehicle which is described on the Registration Page.



PART II. COVERAGE AND ADDITIONAL 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) for one (1) day (a) if **Your Vehicle** is required to be in a **Repair Facility** overnight, (b) if more than four (4) hours of labor are required to complete covered repairs, (c) if covered parts must be ordered, or (d) if an inspection of the Breakdown is necessary. An additional day of rental will be authorized for each additional four (4) hours of labor authorized by the **Administrator** to perform covered repairs. Upon verification of a covered repair by the **Administrator**, **Coverage** will be provided to **You** up to a maximum of thirty-five dollars (\$35) per day for up to six (6) days for a maximum of two hundred ten dollars (\$210) for each repair visit. No **Deductible** will apply to this benefit. For service call: 1-866-215-7080.

TRIP INTERRUPTION

If a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and prior to **Your** destination which results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for unplanned receipted motel/hotel and restaurant expenses, up to a maximum of seventy-five dollars (\$75) per day for up to three (3) days for a maximum of two hundred twenty-five dollars (\$225) for each repair visit. No **Deductible** will apply to this benefit. To File a Claim call: 1-866-215-7080.

LOST KEY/LOCKOUT

In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35), for locksmith services. **Coverage** is limited to one (1) occurrence per 24-hour period. **Coverage** does not include keyless remote. No **Deductible** will apply to this benefit. You may contact a local Locksmith or if **You** require assistance, call: 1-866-215-7087. To file a claim for Lost Key/Lockout service, call: 1-866-215-7080.

TOWING/ROADSIDE ASSISTANCE

In the event of a covered Breakdown, We will pay or reimburse You for receipted towing or roadside assistance expenses, up to a maximum of one hundred dollars (\$100) per occurrence. Any payment shall be for actual charges in excess of any applicable reimbursement from the manufacturer or any other Coverage. Coverage is limited to one (1) occurrence per Breakdown. Coverage does not include tire repair. No **Deductible** will apply to this benefit. To arrange for towing service, ask the **Repair Facility** for assistance or call a local tow service provider. If **You** require assistance obtaining tow service, call: 1-866-215-7087. If **You** require assistance locating a **Repair Facility, You** may call the **Administrator**: 1-866-215-7080.

THE ADDITIONAL BENEFITS LISTED ABOVE ARE INCLUDED WITH EVERY COVERAGE LEVEL

BASIC, MAJOR, & SELECT COVERAGE:

At **Our** election, **We** will reimburse **You** or a **Repair Facility** for the fair and usual cost to repair or replace any **Breakdown** of any part listed below, unless otherwise excluded under MAINTENANCE SERVICES AND COMPONENTS NOT COVERED, or CONDITIONS NOT COVERED sections of this **Contract**, less any applicable **Deductible** as shown on the Registration Page, in accordance with the GENERAL PROVISIONS of this **Contract**. Replacement parts may be new, remanufactured, non-original manufacturer's replacements, or of like kind and quality, as deemed appropriate by the Administrator.

- **ENGINE** All internally Lubricated Parts contained within the Engine, plus the following: Oil Pump; Harmonic Balancer; Intake and Exhaust manifolds; Timing Belt; Turbocharger/Supercharger; Engine Mounts; Cylinder Block, Cylinder heads(s). Oil Pan, Timing Chain Cover, and Valve Covers, are covered only if they are damaged by failure of a covered internally lubricated engine part.
- TRANSMISSION & TRANSFER CASE All internally Lubricated Parts contained within the Transmission (Automatic or Standard) and Transfer Case, plus the following: Torque Converter, Vacuum Modulator, Electronic Shift Control Unit, Transmission Mounts. Transmission Case, Oil Pan, and Transfer Case are covered only if they are damaged by failure of a covered internally lubricated Transmission or Transfer Case part.
 DRIVE AXIE (Front and Rear) All internally Lubricated Parts contained within the Drive Axia begins about the
- 3. DRIVE AXLE (Front and Rear) All internally Lubricated Parts contained within the Drive Axle housing, plus the following: Locking Hubs; Drive Shafts; Center Support Bearings; Universal Joints; Constant Velocity Joints (except when damaged as a result of a torn or missing CV Boot). Drive Axle housing and Differential Cover are covered only if they are damaged by failure of a covered internally lubricated Drive Axle part.

BASIC COVERAGE (items 1-3 above)

- **4. STEERING** Steering Gear Box or Rack and Pinion Gear housing and all internally Lubricated Parts; Power Steering Pump; Steering Knuckles; Pitman Arm, Idler Arm, Tie Rod Ends; Drag Link; Upper and Lower Steering Column Shafts and their Couplings.
- 5. BRAKES Non-ABS Master Cylinder; Vacuum Assist Booster; Disc Brake Caliper; Wheel Cylinders; Compensating Valve; Brake System Hydraulic Lines and Fittings.
- **6. COOLING** Engine Cooling Fan and Motor; Water Pump; Fan Clutch; Radiator.
- 7. FUEL SYSTEM Fuel Delivery Pump; Fuel Injection Pump; Fuel Injectors; Fuel Tank; Metal Fuel Delivery Lines.

MAJOR COVERAGE (items 1-7 above)

- **SUSPENSION (Front and Rear)** Upper and Lower Control Arms; Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; Radius Arm and Bushings; Torsion Bars and Mounts or Bushings; Stabilizer Bar, Links and Bushings; Spindle and Spindle Support; Wheel Bearings.
- 9. AIR CONDITIONING/HEATING Condenser; Compressor, Compressor Clutch and Pulley; Evaporator; Expansion Valve; Blower Motor; Heater Core. The following parts are also covered if required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer; and Orifice Tube.
- **ELECTRICAL** Alternator; Voltage Regulator; Starter Motor, Solenoid and Drive; Engine Wiring Harness; Transmission Wiring Harness, Ignition Switch; Front and Rear Window Wiper Motor and Switch; Washer Pump and Switch; Headlamp Switch; Turn Signal Switch; Rear Defogger Switch; Heater/A.C. Blower Speed Switch; Manual Heater/A.C. Control Head; Power Window Motor and Switch; Power Door Lock Actuator and Switch. **ELECTRICAL**

SELECT COVERAGE (items 1 – 10 above)

PREMIUM COVERAGE

At Our election, We will reimburse You or a Repair Facility for the fair and usual cost to repair or replace any Breakdown of any part on **Your Vehicle**, unless otherwise excluded under MAINTENANCE SERVICES AND COMPONENTS NOT COVERED, or CONDITIONS NOT COVERED sections of this **Contract**, less any applicable **Deductible** as shown on the Registration Page, in accordance with the GENERAL PROVISIONS of this **Contract**. Replacement parts may be new, remanufactured, non-original manufacturer's parts, or parts of like kind and quality, as deemed appropriate by the Administrator.

PREMIUM COVERAGE (includes items 1-10 above, Seals & Gaskets and High Tech)

SEALS & GASKETS – Leaking seals and gaskets for any covered part listed. Note: Minor loss or seepage of fluid is considered normal and does not qualify for **Coverage**.

HIGH TECH – Variable Dampening Suspension Compressor, Control Module, Actuator, Solenoid, Height Sensor, and Mode Selector Switch. Computerized Timing Control Unit; Ignition Control Module; Distributor; Ignition Coil; Oxygen Sensor; Knock Selector Switch: Computerized Tilling Control Onlit, Igritton Control Module, Distributor, Igritton Coll, Oxygen Sensor, Knock Sensor; Camshaft and Crankshaft Angle Sensors. Automatic Climate Control Programmer; Electric Instrument Cluster; Electronic Combination Entry System (Does Not Include Transmitters and Receivers for Remote Locks). Cruise Control Module, Transducer, Servo, Amplifier, and Engagement Switch; Power Seat Motor and Switch; Power Antenna Motor; Convertible Top Motor; Power Sunroof Motor; ABS Brake System Electronic Control Processor, ABS Master Cylinder, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/Isolation Dump Valve, and Accumulator. Hardware for factory installed In-Vehicle Communication Systems and Satellite Radio.

WEAR AND TEAR - This option changes the definition of Breakdown to mean the inability of a covered part to function in normal Wear and Tear is optional Coverage which You have purchased. In Minnesota, this Coverage is automatically included in Your Contract.

LUXURY ELECTRONICS PACKAGE – Coverage for all Luxury Electronics Package components is limited to factory installed base units only. This option covers a **Breakdown** for Electronic and Satellite Transmitting/Receiving Devices (except Hardware for factory installed In-Vehicle Communication Systems); G.P.S. /Navigation hardware; DVD players and LCD Screens; Backup/Reverse Sensors: Rearview Camera.

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PART III. GENERAL PROVISIONS

1. MAINTENANCE SERVICES AND COMPONENTS NOT COVERED

FOR BASIC, MAJOR, & SELECT COVERAGE:

- A. ANY PART NOT SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGE.
- B. UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A COVERED BREAKDOWN, WE WILL NOT PAY ANYTHING UNDER THIS CONTRACT 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: FLUIDS, LUBRICANTS, COOLANTS, REFRIGERANTS; FILTERS; ALIGNMENTS; ATTACHING NUTS; BOLTS, STUDS OR ATTACHING HARDWARE.

FOR PREMIUM COVERAGE:

- ANY OF THE FOLLOWING PARTS: CARBURETOR; THROTTLE BODY; BATTERY; BATTERY CABLES; SHOCK ABSORBERS; STRUTS; MANUAL TRANSMISSION CLUTCH FRICTION CLUTCH DISC AND PRESSURE PLATE; THROW OUT BEARING; PILOT BEARING; MANUAL AND HYDRAULIC LINKAGES; DISTRIBUTOR CAP AND ROTOR; WHEEL BALANCING; TUNE-UPS; SPARK PLUGS; SPARK PLUG WIRES; GLOW PLUGS; HOSES; CLAMPS; DRIVE BELTS; TIMING BELTS (IF NOT REPLACED AT MANUFACTURER RECOMMENDED MAINTENANCE INTERVAL); BRAKE PADS; BRAKE LININGS/SHOES; DRAIN/FILL PLUGS; WIPER BLADES; SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS); GLASS; LENSES; HEADLAMPS AND PROJECTION LAMP ASSEMBLIES; SEALED BEAMS; LIGHT BULBS; DEFROSTER GRIDS; FUSES; CIRCUIT BREAKERS; PHONES; TELEVISION/VCR; BRAKE ROTORS AND DRUMS; EXHAUST SYSTEM; EVAPORATIVE AND EXHAUST EMISSION SYSTEMS; WEATHER STRIPS; TRIM; MOLDINGS; BRIGHT METAL; CHROME; UPHOLSTERY; CARPET; ZIPPERS; FASTENERS; CUP HOLDERS; ASHTRAYS; COMPACT DISCS (CD'S); DIGITAL VIDEO DISCS (DVD'S); DASH PAD AND VENTS; WATER LEAKS; SEAT FRAME; SEAT FRAME RECLINER MECHANISM; PAINT; BODY DAMAGE; OUTSIDE ORNAMENTATION; INSIDE AND OUTSIDE DOOR HANDLES; MIRRORS; HINGES; LIFT-GATE AND HOOD SUPPORTS; HUB CAPS/WHEEL COVERS; BUMPERS; BODY SHEET METAL AND PANELS; BODY PARTS; FRAME AND ENGINE CRADLES; BODY MOUNTS; BRACKETS; AND STRUCTURAL BODY PARTS; VINYL AND CONVERTIBLE TOPS; TIRES; WHEELS/RIMS; CLEANING AND ADJUSTMENTS; REPAIRS TO CORRECT SQUEAKS, RATTLES OR WIND NOISE; SHOP SUPPLIES; ENVIRONMENTAL WASTE CHARGES; FREIGHT CHARGES; AND STORAGE CHARGES. PLUS THE G.P.S./NAVIGATION HARDWARE, DVD PLAYERS AND LCD SCREENS; SATELLITE RADIO; ELECTRONIC AND SATELLITE TRANSMITTING/RECEIVING DEVICES; BACKUP/REVERSE SENSORS; AND REARVIEW CAMERAS ARE NOT COVERED UNLESS YOU HAVE PURCHASED THE LUXURY ELECTRONICS PACKAGE.
- B. UNLESS REQUIRED IN CONNECTION WITH THE REPAIR OF A COVERED BREAKDOWN, WE WILL NOT PAY ANYTHING UNDER THIS CONTRACT 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: FLUIDS, LUBRICANTS, COOLANTS, REFRIGERANTS; FILTERS; ALIGNMENTS; ATTACHING NUTS; BOLTS, STUDS OR ATTACHING HARDWARE.

2. CONDITIONS NOT COVERED

- A. ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE INCLUDING, BUT NOT LIMITED TO: COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ANIMALS, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, INTRODUCTION OF FOREIGN OBJECTS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE, OR ANY CONSEQUENTIAL DAMAGE OR DIMINUTION IN VALUE RESULTING FROM THE FAILURE OF A COVERED OR NON-COVERED PART.
- B. ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, INCLUDING FAILURE TO REPLACE LEAKING SEALS AND/OR GASKETS IN A TIMELY MANNER, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.
- C. ANY BREAKDOWN CAUSED BY SLUDGE AND/OR CARBON BUILD-UP OR ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION WHEN A BREAKDOWN HAS NOT OCCURRED. BURNT VALVES, VALVE GRINDING, STUCK OR CARBONED PISTON RINGS ARE NOT COVERED.
- D. ANY REPAIR OR REPLACEMENT OF A COVERED PART IF A BREAKDOWN HAS NOT OCCURRED, OR REPAIR OR REPLACEMENT OF PARTS IN CONNECTION WITH A COVERED REPAIR WHEN THOSE PARTS ARE NOT NECESSARY FOR THE COMPLETION OF THE COVERED REPAIR, OR WERE NOT DAMAGED BY THE FAILURE OF A COVERED PART.
- E. ANY BREAKDOWN CAUSED BY NORMAL WEAR & TEAR, UNLESS YOU HAVE PURCHASED THE WEAR & TEAR OPTION, AS INDICATED ON THE REGISTRATION PAGE.
- F. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART; ALL FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS AND OVERSIZED TIRES (UNLESS YOU HAVE PURCHASED THE LIFT KIT COVERAGE); UNDERSIZED TIRES; LOWERING KITS; EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS; ENGINE AND/OR COMPUTER MODIFICATIONS. IF YOU HAVE PURCHASED THE LIFT KIT COVERAGE, THE FOLLOWING LIMITATIONS APPLY: THE TOTAL BODY AND SUSPENSION LIFT MODIFICATION IS LIMITED TO 6 INCHES, WHETHER THE LIFT IS FROM A BODY LIFT, SUSPENSION LIFT, OR BOTH; TOTAL TIRE/WHEEL MODIFICATIONS MUST BE WITHIN 6 INCHES OF THE MANUFACTURER'S SPECIFICATIONS FOR BOTH HEIGHT AND WIDTH.
- G. IF YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATLEY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SINCE YOU HAVE HAD TITLE TO YOUR VEHICLE. (RECORDS OR DOCUMENTATION MAY BE REQUIRED IF THE ODOMETER IS REPLACED.)
- H. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF USE, TIME, PROFIT, INCONVENIENCE ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT WHETHER OR NOT RELATED TO THE COVERED PARTS.

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- I. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, OR ANOTHER VEHICLE SERVICE CONTRACT, OR A REPAIRER'S GUARANTEE/WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER, OR IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT LIMITED TO, PUBLIC RECALLS OR FACTORY SERVICE BULLETINS; EVEN IF THE MANUFACTURER NO LONGER HONORS THEIR OWN WARRANTY.
- J. ANY BREAKDOWN CAUSED BY TOWING A TRAILER, ANOTHER VEHICLE OR ANY OTHER OBJECT, UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.
- K. IF YOUR VEHICLE IS USED AS A COMMERCIAL VEHICLE OR IS USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE, DELIVERY, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, COMMERCIAL HAULING, POLICE OR EMERGENCY SERVICE, OFF-ROAD USE, RACING OR COMPETITIVE DRIVING, ROUTE WORK, SERVICE, OR REPAIR. IF YOU SELECTED COMMERCIAL USAGE COVERAGE, IT SHALL ONLY COVER THOSE COMMERCIAL USAGES AS SET FORTH WITHIN THE DEFINITIONS SECTION.
- L. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE CONTRACT PURCHASE DATE (PRE-EXISTING), 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 ANY BREAKDOWN THAT OCCURS AND/OR REPAIRS MADE OUTSIDE OF THE CONTINENTAL UNITED STATES, ALASKA, HAWAII AND CANADA.
- N. ANY BREAKDOWN IF THE MANUFACTURER'S WARRANTY ON YOUR VEHICLE HAS BEEN VOIDED.
- O. ANY BREAKDOWN RELATING TO ANY COMMUNICATION, NAVIGATIONAL, OR ENTERTAINMENT DEVICES THAT BECOME UNUSABLE OR UNABLE TO FUNCTION AS INTENDED DUE TO CHANGES IN CONTENT, TECHNOLOGY, OR WIRELESS SERVICE.
- P. ANY BREAKDOWN OF A VEHICLE EQUIPPED WITH AND CAUSED BY THE USAGE OF A SNOWPLOW, UNLESS THE SNOWPLOW SURCHARGE HAS BEEN PAID AND THE SNOWPLOW SURCHARGE BOX IS CHECKED ON THE CONTRACT REGISTRATION PAGE. AS A CONDITION FOR COVERAGE FOR ANY BREAKDOWN CAUSED BY THE USAGE OF A SNOWPLOW, THE VEHICLE MUST BE PROPERLY EQUIPPED FOR SUCH USE AS REQUIRED BY THE MANUFACTURER AND INCLUDE THE APPROPRIATE SNOWPLOW PREP PACKAGE. THE SNOWPLOW ITSELF IS NOT A COVERED PART OR COMPONENT. IF THE VEHICLE WITH A SNOWPLOW IS USED FOR COMMERCIAL USE, THE COMMERCIAL USE SURCHARGE MUST ALSO BE PAID AND THE CORRESPONDING BOX ON THE CONTRACT REGISTRATION MUST ALSO BE CHECKED.

3. CONTRACT TERM

The Length of Protection begins on the **Contract** Purchase Date and will expire at the earlier of the time and/or mileage chosen or when the Limit of Liability as referenced in **PART III. GENERAL PROVISIONS (4) LIMIT OF LIABILITY** has been reached. For **New Vehicle Plans**, the Length of Protection is measured in time from the **Contract** Purchase Date and in mileage from zero (0) miles. For **Used Vehicle Plans**, the Length of Protection is measured in time and mileage from the **Contract** Purchase Date.

THE TERM OF **YOUR CONTRACT** MAY INCLUDE ALL OR PART OF THE TERM OF **YOUR** MANUFACTURER'S WARRANTY. THIS **CONTRACT** DOES NOT PROVIDE **COVERAGE** FOR PARTS OR SERVICES WHEN SUCH PARTS OR SERVICES ARE SUBJECT TO **YOUR** MANUFACTURER'S WARRANTY OR ANY OTHER WARRANTY.

4. LIMIT OF LIABILITY

Our limit of liability shall not exceed the actual cash value of the Vehicle, less the Deductible, for any one repair visit.

5. TRANSFER OF YOUR CONTRACT

- a. Your Contract may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred once and the transfer must be initiated by the original Contract holder.
- b. To transfer, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent buyer:
 - 1) A completed Transfer form
 - 2) Name and Address of new owner, date of sale to new owner, current mileage; and
 - 3) Fifty dollars (\$50) transfer fee 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**.

6. TO CANCEL YOUR CONTRACT

- a. You may cancel this Contract by contacting the Issuing Dealer. An odometer statement indicating the odometer reading on the date of the request will be required.
- b. We may cancel this Contract:
 - 1) For nonpayment of the **Contract** charge;
 - 2) For intentional misrepresentation in obtaining this Contract or in the submission of a claim;
 - 3) If the odometer has been disconnected or altered; or
 - 4) If the manufacturer's warranty on **Your Vehicle** has been voided.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on this **Contract** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- 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 of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

7. OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

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8. YOUR RESPONSIBILITIES

a. Maintenance Requirements

1. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual.

NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. If You do not have an Owner's Manual, change engine oil and filter at six (6) month/five-thousand (5,000) mile intervals. Failure to follow the manufacturer's other recommendations that apply to Your specific conditions will result in denial of Coverage.

- 2. If applicable, replace the Engine Timing Belt at the intervals specified by the vehicle manufacturer.
- 3. It is required that verifiable receipts are retained for the service work. Or, if You perform Your own service, You must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance and a log showing the date and mileage when the services were performed. If You are unable to provide the required maintenance records and an inspection is necessary to verify that a covered Breakdown has occurred, the cost of the inspection will be Your responsibility.

b. Filing A Claim

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

- 1. Prevent further damage Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair of the failed component or part.
- 2. Take Your Vehicle to a Repair Facility If a Breakdown occurs and Your Vehicle has any remaining Manufacturer's Warranty, take Your Vehicle to an automobile dealership for the make of Your Vehicle. If you cannot take Your Vehicle to an automobile dealership, or if Your Manufacturer's Warranty has expired, take Your Vehicle to any Repair Facility. To arrange for towing service, ask the Repair Facility for assistance or call a local tow service provider. If You require assistance obtaining tow service, call: 1-866-215-7087. If You require assistance locating a Repair Facility, You may call the Administrator: 1-866-215-7080.
- 3. Provide evidence of Coverage Provide the Repair Facility with a copy of Your Contract and/or Your Contract number
- 4. Administrator shall have the right to select the Repair Facility and shall have sole discretion regarding repairs to be made under this Contract in the event that any Repair Facility engaged to perform repairs contemplated by the Contract charges for parts and labor in excess of amounts published in industry manuals published by Motors, Mitchell, AllData and any other such manuals used by Administrator to determine reasonable costs of repair.
- 5. Obtain claim payment authorization from the Administrator Prior to any repair being made, instruct the Service Manager at the Repair Facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided for under Item 10 below, Emergency Repairs. The amount authorized by the Administrator is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the Administrator.
- 6. Authorize tear-down and/or inspection In some cases, You may need to authorize the Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the Breakdown is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
- 7. Review Coverage After the Administrator has been contacted, review with the Service Manager what will be covered by this Contract.
- 8. Pay any applicable Deductible At Our election, We will reimburse the Repair Facility or You the usual and fair charges for repairs performed on Your Vehicle that are covered by this Contract and previously authorized, less any applicable Deductible as shown on the Registration Page.
- 9. Submit the Repair Facility's completed Repair Order form within 30 days Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.
- 10. Emergency repairs Should a Breakdown occur which requires a repair to be made at a time when the Administrator's office is closed, You must call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered. If it is determined that the repair is to be covered by this Contract, You will be reimbursed for the repair. Reimbursement is based on the Manufacturer's Suggested Retail Price on parts and the labor is based on a nationally recognized labor manual. NOTE: Emergency repairs exceeding four hundred dollars (\$400) in cost must always be preauthorized by the Administrator.

9. ARBITRATION

Any controversy or dispute arising out of or related to this **Contract** shall be resolved by arbitration. Upon written demand by either party for arbitration, each party shall select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge having jurisdiction. A decision agreed to by two of the arbitrators will be binding. Judgment on the award rendered by such arbitration may be entered in any court having jurisdiction thereof.

10. ADMINISTRATOR

You may contact the Administrator at the following address and telephone number to have Coverage questions answered, or to receive assistance in filing a claim under this Contract.

Address
Universal Warranty Corporation*
P.O. Box 802528

1-866-215-7080 Fax (877) 469-5609

Phone/Fax

Chicago, IL 60680

*The Administrator's name is different in the following states:

<u>State</u> <u>Name of Administrator</u>
California GMAC Risk Services Inc.

Florida MIC Property and Casualty Insurance Corporation

Georgia Universal Warranty Corporation (Michigan)

New York CoverageOne Agency

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11. STATE EXCEPTIONS

ALABAMA — Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL **YOUR CONTRACT**, is Deleted and Replaced with the following. 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 of the plan selected and the date **Coverage** begins, less a twenty-five dollar (\$25) administration fee. If **We** cancel this **Contract** an administration fee will NOT be charged. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ALASKA - Part III. GENERAL PROVISIONS, Item 6. TO CANCEL YOUR CONTRACT:

Item d. is herby amended: The \$50 cancellation administration fee does not apply in Alaska.

ARIZONA – The following statement does not apply to Arizona consumers and is Deleted from the Registration Page. I understand that the above information is subject to verification and that this **Contract** may be rejected by the **Administrator** if any of the above information is incorrect or if the vehicle is ineligible for the **Coverage** or Length of Protection written as determined by the Administrator.

PART II. ADDITIONAL BENEFITS, 3. DRIVE AXLE (Front and Rear) is revised as follows:
All Internally Lubricated Parts contained within the Drive Axle house, plus the following: Locking Hubs; Drive Shafts; Center Support bearings; Universal Joints; Constant Velocity Joints (EXCEPT WHEN DAMAGED AS A RESULT OF A TORN OR MISSING CV BOOT). DRIVE AXLE HOUSING AND DIFFERENTIAL COVER ARE COVERED ONLY IF THEY ARE COVERED INTERNALLY LUBRICATED DRIVE AXLE PART.

PART III. GENERAL PROVISIONS, Items 2.B. and F of CONDITIONS NOT COVERED, is Replaced with the following: B. ANY BREAKDOWN CAUSED BY YOUR MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. FOR EXAMPLE, SOME VEHICLE MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS. FAILURE TO PERFORM SPECIFIED MAINTENANCE WILL RESULT IN CLAIM DENIAL.

F. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART; ALL FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS AND OVERSIZED TIRES (UNLESS YOU HAVE PURCHASED THE LIFT KIT COVERAGE); UNDERSIZED TIRES; LOWERING KITS; EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS; ENGINE AND/OR COMPUTER MODIFICATIONS. IF YOU HAVE PURCHASED THE LIFT KIT COVERAGE, THE FOLLOWING LIMITATIONS APPLY: THE TOTAL BODY AND SUSPENSION LIFT MODIFICATION IS LIMITED TO 6 INCHES, WHETHER THE LIFT IS FROM A BODY LIFT, SUSPENSION LIFT, OR BOTH; TOTAL TIRE/WHEEL MODIFICATIONS MUST BE WITHIN 6 INCHES OF THE MANUFACTURER'S SPECIFICATIONS FOR BOTH HEIGHT AND WIDTH.

Part III. GENERAL PROVISIONS meets the requirements of Arizona Administrative Code R20-6-407 which states excluded items or components must be in large, bold type.

Part III. GENERAL PROVISIONS, items 2.L. and N. of CONDITIONS NOT COVERED, are deleted.

Part III. GENERAL PROVISIONS, Item 6.a. of TO CANCEL YOUR CONTRACT, is Amended as follows:

You may cancel this Contract by returning to the Issuing Dealer or Us. a.

Part III. GENERAL PROVISIONS, Item of 6.b. of TO CANCEL **YOUR CONTRACT**, is replaced as follows:
b. **We** may cancel this **Contract** for nonpayment of the **Contract** charge or for **Your** intentional misrepresentation in obtaining this **Contract** or the submission of a claim.

The following is added to Part III. 9. ARBITRATION: Arbitration does not preclude **Your** right to file any complaint against **Us** with the Director of the Arizona Department of Insurance, as written under the provisions of ARS §§ 20-1095.04 and 20-1095.09.

<u>CALIFORNIA</u> – The following is added to **Your** Registration Page:

Performance to **You** under this **Contract** is guaranteed by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038, a California-approved insurance company. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357.

If any promise made in the **Contract** has been denied or not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at 1-800-927-4357.

The following disclosure is added to Your Registration Page:

We will deliver Your Contract to You within sixty (60) days after You purchase this Contract.

Part I. DEFINITIONS: The definition of **Issuing Dealer** is revised as follows: **Issuing Dealer** – Means the licensed automobile dealer from whom **You** purchased this **Contract**.

The following is added to Part II. COVERAGE AND ADDITIONAL BENEFITS:

RENTAL, TRIP INTERRUPTION, LOST KEY/LOCKOUT, and TOWING/ROADSIDE ASSISTANCE are included in this

Contract as Emergency Road Service benefits.

PART III. GENERAL PROVISIONS, Item 2.L. is in 12 point type as follows: L. ANY BREAKDOWN CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE CONTRACT PURCHASE DATE (PRE-EXISTING).

As previously provided to You at the time of Contract purchase.

PART III. GENERAL PROVISIONS, 6. TO CANCEL YOUR CONTRACT,

- b. 4) has been deleted
- d. is Revised as follows:

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 miles driven based upon the term of the plan selected and the date **Coverage** begins. An administration fee of \$25 or 10% of the

Contract charge, whichever is less, will be deducted from any refund.

If We cancel this Contract, We will provide at least five (5) days notice of cancellation, and no administration fee will be charged. Notice of cancellation will state the specific reason for cancellation.

We will provide any refund due within thirty (30) days of the date this Contract is cancelled. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

PART III. GENERAL PROVISIONS, 8. YOUR RESPONSIBILITIES, b.4. is revised as follows:

The Administrator shall have sole discretion regarding repairs to be made under this Contract in the event that any Repair Facility engaged to perform repairs contemplated by the Contract charges for parts and labor in excess of amounts published in industry manuals published by Motors, Mitchell, AllData, and any other such manuals used by the Administrator to determine reasonable costs of repair.

PART III. GENERAL PROVISIONS, 9. ARBITRATION, is deleted in its entirety.

COLORADO - PART III. GENERAL PROVISIONS TO CANCEL YOUR CONTRACT, is replaced with the following:

- 6. CANCELLATION OF YOUR CONTRACT
- a. Your Contract cannot be cancelled, unless:
 - 1) The lienholder financing **Your Contract** or state law provides for cancellation;
 - 2) We cancel for nonpayment of the Contract Charge
 - 3) We cancel for intentional misrepresentation in obtaining the Contract or in the submission of a claim;
 - 4) We cancel because the odometer on Your Vehicle has been disconnected or altered;
 - 5) We cancel because the manufacturer's warranty on Your Vehicle has been voided; or
 - 6) The lienholder financing Your Contract cancels for non-payment, if Your Vehicle is declared a total loss, or Your Vehicle is repossessed.

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b. 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 of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

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

<u>Used vehicles with a sale of \$3,000 but less than \$5,000:</u> Provides Coverage for 30 days or 1,500 miles, whichever occurs first. <u>Used vehicles with a sale price of \$5,000 or more:</u> Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

The used vehicle **You** have purchased may be covered by Connecticut Public Act. 87-393, Laws 1987. If so, the following is added to this **Contract**: In addition to the dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, **You** have elected to purchase this **Contract**. This **Contract** 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 <u>only</u> for the **Contract**. The dealer warranty required by Connecticut Public Act, 87-393, Laws 1987, is provided <u>free</u> of charge. Furthermore, the definitions, coverages and exclusions stated in the **Contract** apply only to the **Contract** and are not the terms of the required dealer warranty.

The following is added to Your Registration Page:

Disclosure:
If this Contract ends while Your Vehicle is being repaired for a covered Breakdown, the Contract is extended until the repairs for that Breakdown are completed.

Part III. GENERAL PROVISIONS, Item 9. ARBITRATION is Replaced by the following:

Part III. GENERAL PROVISIONS, Item 9. And I nation is neplaced by the locations.

Resolution of Disputes:

If You do not agree with Us on the amount of loss, You may pursue arbitration to settle the disagreement. To request arbitration, mail Your complaint to: Connecticut Insurance Department, P.O. Box 816 Hartford, CT 06141-0816, Attention: Customer Affairs Division. Your complaint must describe the dispute and any attempts to resolve it, indicate the price of Your Vehicle and the cost of repair, and include a copy of this Agreement.

Part III. GENERAL PROVISIONS, Item 6.a of TO CANCEL YOUR CONTRACT, has been amended to read:

a. You may cancel this Contract for any reason by contacting the Issuing Dealer. An odometer statement indicating the odometer reading on the date of the request will be required.

- **FLORIDA** Part III. GENERAL PROVISIONS, Item 5. b. 3) TRANSFER OF **YOUR CONTRACT** is amended to read: Forty Dollars (\$40) transfer fee made payable to **Administrator**.

 Part III. GENERAL PROVISIONS, Item 6. TO CANCEL **YOUR CONTRACT**a. **You** may cancel this **Contract** by contacting the **Issuing Dealer** or MIC Property and Casualty Insurance Corporation, 1-866-215-7080 or by Fax (877) 469-5609. An odometer statement indicating the odometer reading on the date of the request will be required.
 - b. If **You** cancel this **Contract** within sixty (60) days of the **Contract** Purchase Date, the entire purchase price will be refunded to **You** less any claims paid and an administration fee of fifty (\$50) dollars or five percent (5%), whichever is less. If **You** cancel more than sixty (60) days after the **Contract** Purchase Date, **We** will refund the unearned pro rata refund of the purchase price less an administration fee of fifty dollars (\$50) or ten percent (10%) of the purchase price, whichever is less. The proration will be based on the lesser of days or miles of **Coverage** remaining.
 - c. If **We** cancel this **Contract**, the refund amount will not be less than one hundred percent (100%) of the unearned pro rata premium. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. We may cancel this Contract for nonpayment of the Contract charge, or for material misrepresentation in obtaining this **Contract** or in the submission of a claim, or for **Your** failure to maintain **Your Vehicle** as prescribed by the manufacturer, or if the odometer has been tampered with or disabled and **You** have failed to repair the odometer.

 d. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on this **Contract** may cancel this **Contract** for
 - non-payment or if Your Vehicle is declared a total loss or is repossessed.

Part III. GENERAL PROVISIONS, Item 9. ARBITRATION has been deleted.

GEORGIA – Part III. GENERAL PROVISIONS, Item 2.C. of CONDITIONS NOT COVERED, is amended to read: C. ANY REPAIR FOR THE PURPOSE OF CORRECTING ENGINE COMPRESSION OR OIL CONSUMPTION WHEN A BREAKDOWN HAS NOT OCCURRED. BURNT VALVES, VALVE GRINDING, STUCK OR CARBONED PISTON RINGS ARE NOT COVERED.

Part III. GENERAL PROVISIONS, Item 2.F. of CONDITIONS NOT COVERED, is amended to read:

F. ANY BREAKDOWN IF ALTERATIONS NOT MEETING MANUFACTURER'S SPECIFICATIONS HAVE BEEN MADE TO YOUR VEHICLE, INCLUDING BUT NOT LIMITED TO: ANY CUSTOM OR ADD-ON PART; ALL FRAME OR SUSPENSION MODIFICATIONS; LIFT KITS AND OVERSIZED TIRES (UNLESS YOU HAVE PURCHASED THE LIFT KIT COVERAGE); UNDERSIZED TIRES; LOWERING KITS; EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS; ENGINE AND/OR COMPUTER MODIFICATIONS. IF YOU HAVE PURCHASED THE LIFT KIT COVERAGE, THE FOLLOWING LIMITATIONS APPLY: THE TOTAL BODY AND SUSPENSION LIFT MODIFICATION IS LIMITED TO 6 INCHES, WHETHER THE LIFT IS FROM A BODY LIFT, SUSPENSION LIFT, OR BOTH; TOTAL TIRE/WHEEL MODIFICATIONS MUST BE WITHIN 6 INCHES OF THE MANUFACTURER'S SPECIFICATIONS FOR BOTH HEIGHT AND WIDTH.

Part III. GENERAL PROVISONS, Item 2.L. of CONDITIONS NOT COVERED is amended to read as follows:

L. Any **Breakdown** by a condition reasonable determined to have existed prior to the **Contract** Purchase Date (pre-existing) and known to **You**, or if the information provided by **You** cannot be verified as accurate or is found to be deceptively inaccurate.

Part III. GENERAL PROVISIONS, Item 6.b. of TO CANCEL **YOUR CONTRACT**, is amended to read: b. In compliance with Georgia Statute 33-7-6, this **Contract** may only be cancelled by **Us** for nonpayment, fraud, or material misrepresentation. **We** may cancel this **Contract** by giving **You** thirty (30) days advance written notice; except in the event of cancellation for nonpayment of **Contract** charge. When cancellation is based on nonpayment then the effective date of cancellation will be no less than ten (10) days from the date of mailing the notice.

Part III. GENERAL PROVISIONS, Item 6.c. TO CANCEL YOUR CONTRACT is hereby deleted and replaced with the following:

If **Your Vehicle** and this **Contract** have been financed, the lienholder may request cancellation and receive refund for the credit to the applicable account only in the event **Your Vehicle** is a total loss, or **Your Vehicle** has been repossessed by the lienholder.

Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL **YOUR CONTRACT**, is deleted and replaced with the following:
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 of the plan selected and the date **Coverage** begins. If **You** cancel this **Contract**, **You** will be charged an administration fee of \$50 or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have cancelled the **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 Begistration Page of this **Contract**. within sixty (60) days of such cancellation, **You** may contact the insurance company identified on the Registration Page of this **Contract**. Part III. GENERAL PROVISIONS, Item 9. ARBITRATION has been deleted.

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

ILLINOIS - Wear and Tear is an additional **Coverage** and is only provided if **You** have purchased the Wear and Tear option.

Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL **YOUR CONTRACT**, is deleted and replaced with the following: 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 of the plan selected and the date **Coverage** begins. There is an administration fee for processing the cancellation based on the lesser of ten percent (10%) of the service **Contract** price or fifty dollars (\$50). In the event of cancellation, the lienholder, if any, will be paged on a cancellation refund check as their interest may appear. will be named on a cancellation refund check as their interest may appear.

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**, providing such insurance was in effect at the time **You** purchased this **Contract**

V1-AGR-ALT (10-12) Page 7 of 10 **IDWA** - In the event You have any questions regarding Your Contract, You may contact the Administrator at the following number: 800-232-0389. <u>lowa residents only</u> may also contact the lowa Insurance Commissioner at the following address: lowa Insurance Department, Attention: lowa Securities Bureau, 340 East Maple St., Des Moines, Iowa 50319.

KANSAS - Pursuant to K.S.A. 40-2502 (a), PART II. COVERAGE, AND ADDITIONAL BENEFITS - Trip Interruption and Lost Key Lockout coverage is not available in Kansas.

<u>KENTUCKY</u> – The definition of **Breakdown** is deleted and replaced with the following:

Breakdown – The definition of **Breakdown** is deleted and replaced with the following. **Breakdown** – Means the failure of a covered part under normal service due to defects in material 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.

LOUISIANA — The following statement is in reference to Part II. COVERAGE, ADDITIONAL BENEFITS of Your Vehicle Service Contract. The ADDITIONAL BENEFITS listed in Your Contract are provided by Road America Motor Club, 3081 Salzedo Street, Coral Gables, Florida 33134. Road America is the obligor for the ADDITIONAL BENEFITS Coverage. If a claim is not paid You may directly contact Road America at 1-866-215-7087. Pursuant to LAC37:XIII.4707, GENERAL PROVISIONS, 6.d. TO CANCEL Your Contract is revised as follows:

d. If this Contract is cancelled within the first sixty (60) days, We will refund the entire Contract charge 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 of the plan selected and the date Coverage begins, less a fifty dollar (\$50) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

MAINE - Part III. GENERAL PROVISIONS, Item 6: TO CANCEL YOUR CONTRACT: Item d. is hereby amended: Effective with contracts purchased on or after January 1, 2012, the administration fee to cancel Your Contract will be \$50 or ten percent (10%) of the purchase price, whichever is less.

MARYLAND — PART III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL YOUR CONTRACT, is hereby deleted and replaced with the following: d. Effective October 1, 2002, (Applies to Maryland residents). If You return this Contract for cancellation within the first 20 days of the Contract purchase and there have been no losses, We will refund the full cost of the Contract within forty-five (45) days of cancellation. If the cancellation refund is not paid within forty-five (45) days, We will pay a penalty of 10% of the full cost of the Contract for each month that the refund is not paid beyond the forty-five (45) day period.

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 DEALER'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 an express warranty covering certain classes of used motor vehicles as follows:

Used vehicles less than 40,000 miles: Provides Coverage for 90 days or 3,750 miles, whichever occurs first.

<u>Used vehicles with 40,000 miles to 79,999 miles:</u> Provides Coverage for 60 days or 2,500 miles, whichever occurs first. <u>Used vehicles with 80,000 miles to 124,999 miles:</u> Provides Coverage for 30 days or 1,250 miles, whichever occurs first.

The used vehicle You have purchased may be covered by Chapter 90, Section 7N-1/4 of Massachusetts General Law: If so, the following is added to this Contract:

In addition to the dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws, **You** have elected to purchase this **Contract**. This **Contract** 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 the **Contract**. The dealer warranty required by Chapter 90, Section 7N-1/4 of Massachusetts General Laws is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in the **Contract** apply only to the **Contract** and are not the terms of the required dealer warranty.

MINNESOTA - The Coverage listed below are provided to You by Dealer for no charge as required by Minnesota Statute 325F.662. Term of the required warranty is based on the mileage at the time of sale:

Warranty Duration *Whichever occurs first 60 days or 2,500 miles * 30 days or 1,000 miles* Odometer Reading

Less than - 36,000 36,000 - 74,999

Engine: Lubricated Parts; Intake Manifolds; Engine Blocks; Cylinder Heads; Rotary Engine Housings; Ring Gear. Transmission: Case; Internal Parts; Torque Converter; or the Manual Transmission Case and the Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; 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; Disc Brake Calipers. Steering: Gear Housing and all Internal parts; Power Steering Pump; Valve Body; Piston; and Rack. Water Pump. Externally Mounted Mechanical Fuel Pump. Radiator. Alternator. Generator. Starter.

Note: The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack, Radiator, Alternator, Generator, Starter.

The Coverages are excluded from this **Contract** during the 2 month (60) days 2,500 mile and 1 month (30 days), 1,000 mile limited warranty periods, unless the Dealer becomes unable to meet his obligations. **Your** rights and obligations are fully explained in the Dealer issued Used Vehicle Limited Warranty document.

Part III. GENERAL PROVISIONS, item 2, CONDITIONS NOT COVERED, Items A. and C. are replaced with the following:

- ANY BREAKDOWN RESULTING FROM AN OUTSIDE FORCE. INCLUDING, BUT NOT LIMITED TO: COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTING, EARTHQUAKE, FREEZING, WINDSTORM, HAIL, WATER OR FLOOD, ANIMALS, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CONTAMINATION OF FLUIDS, FUELS, COOLANTS OR LUBRICANTS, OR ANY HAZARD INSURABLE UNDER STANDARD PHYSICAL DAMAGE INSURANCE POLICIES REGARDLESS OF WHETHER SUCH INSURANCE IS IN FORCE.
- Part III. GENERAL PROVISIONS, Item 2. I. of CONDITIONS NOT COVERED, is changed as follows:

 I. WHEN THE RESPONSIBILITY FOR A REPAIR IS COVERED BY AN INSURANCE POLICY, OR ANOTHER VEHICLE SERVICE CONTRACT, OR A REPAIRER'S GUARANTEE/WARRANTY, OR ANY WARRANTY FROM THE MANUFACTURER, OR IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY BY ANY MEANS, INCLUDING BUT NOT TO, PUBLIC RECALLS OR FACTORY SERVICE BULLETINS.

PART III. GENERAL PROVISIONS, Item 2.L. is omitted from Your Contract.

- Part III. GENERAL PROVISIONS, Item 6.b.2) TO CANCEL **YOUR CONTRACT**, is hereby changed as follows:

 2) **We** may cancel this **Contract** for nonpayment of the **Contract** charge, or for intentional misrepresentation by **You** regarding the intended use of the vehicle or in the submission of a claim.
- Part III. GENERAL PROVISIONS, Item 6.b.3) TO CANCEL YOUR CONTRACT, is Revised as follows: If the odometer has been disconnected or altered after the agreement was purchased.

Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL **YOUR CONTRACT**, the following is added:
If **You** have cancelled the **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 of this **Contract**.

Part III. GENERAL PROVISIONS, Item 8.a.1) is Replaced with the following:

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. If You do not have an Owner's Manual, change engine oil and filter at six (6) month/five-thousand (5,000) mile intervals.

MISSISSIPPI - Part III. GENERAL PROVISIONS, Item 9. ARBITRATION has been Deleted.

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MISSOURI - Per Missouri Revised Statutes Chapter 385, the following is Added to Your Contract.

Per Section 385.206.13, We shall mail a written notice to You within fifteen days of the date of termination of Your vehicle service Contract.

Per Section 385.206.14, A ten percent penalty per month shall be added to Your cancellation refund if it is not paid within thirty days of return of the Contract to Us. The applicable 60-day free-look shall only apply to the original service Contract purchaser. Per Section 385.206.16, This service Contract does not provide Coverage for consequential damages or preexisting conditions. Per Section 385.208.1, This agreement is not an insurance contract.

Per Section 385.208.3, The purchase of this service Contract is not required as a condition of a loan or a condition for the sale of any property.

of any property.

NEBRASKA – Part III. GENERAL PROVISIONS, Item 4. LIMIT OF LIABILITY is amended to read: Our limit of liability shall not exceed the actual cash value of the **Vehicle**, less the **Deductible**, for any one repair visit. **We** will use the NADA books to determine the actual cash value of the **Vehicle**.

Part III. GENERAL PROVISIONS, Item 9. Arbitration, is Revised as follows:

Per Nebraska statute 25-2602-01 the Arbitration provision is deleted from Your Vehicle Service Contract and does not apply to Nebraska residents.

NEVADA - PART III. GENERAL PROVISIONS, Item - 11. The following statement is added to Part III. GENERAL PROVISIONS of **Your** Vehicle Service Contract. This Vehicle Service contract may not be renewed.

Part III. GENERAL PROVISIONS, Item 2.N. CONDITIONS NOT COVERED, is revised as follows: IF THE MANUFACTURER'S WARRANTY ON YOUR VEHICLE HAS BEEN VOIDED, WE WILL EXCLUDE COVERAGE FOR ANY BREAKDOWN THAT WOULD OTHERWISE HAVE BEEN COVERED BY THE MANUFACTURER'S WARRANTY.

Part III. GENERAL PROVISIONS, Item 6. of TO CANCEL YOUR CONTRACT, 6.b. The following is added: When We cancel this

Contract, no administration fee will be charged.
b. 1) is revised to read: 1) For nonpayment of the Contract charge by You.
b. 2) is revised to read: 2) For intentional material misrepresentation by You in obtaining this Contract or in the submission of a claim;
b. 3) is revised to read: 3) If the odometer has been disconnected or altered, and is connected with material misrepresentation or

b. 4) is revised to read: 4) If the manufacturer's warranty on Your Vehicle has been voided and this substantially and materially

incréases the service required under the service **Contráct**.
6.d. the following is added: If **We** cancel this **Contract**, the cancellation is not effective until 15 days after notice of cancellation has been mailed to **You**.

6.e. the following is added: If You cancel this Contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

Part III. GENERAL PROVISIONS, Item 8.b.4. FILING A CLAIM, the following is added to Your Contract.

If prior authorization cannot be obtained, You may proceed with emergency repairs and notify Us as soon as possible.

NEW HAMPSHIRE – The following is added to Your Registration Page: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, Telephone (603) 271-2261.

NEW YORK — Section 198b of New York General Business Law requires an automobile dealer to provide an express warranty covering certain classes of used motor vehicles as follows:

<u>Used vehicles with 36,000 miles or less:</u> Provides Coverage for 90 days or 4,000 miles, whichever occurs first.

<u>Used vehicles with more than 36,000 miles but less than 80,000 miles:</u> Provides Coverage for 60 days or 3,000 miles, whichever occurs first.

<u>Used vehicles with 80,000 miles but not more than 100,000 miles:</u> Provides Coverage for 30 days or 1,000 miles, whichever occurs first.

The used vehicle You have purchased may be covered by section 198b of New York General Business Law. If so, the following is added to this Contract.

In addition to the dealer warranty required by section 198b of New York General Business Law, **You** have elected to purchase this **Contract**. This **Contract** 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 the **Contract**. The dealer warranty required by section 198b of New York General Business Law is provided free of charge. Furthermore, the definitions, **Coverages** and exclusions stated in the **Contract** apply only to the **Contract** and are not the terms of the required dealer warranty.

NORTH CAROLINA — Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL YOUR CONTRACT, is Deleted and Replaced with the following: 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 of the plan selected and the date Coverage begins, less an administration fee of twenty-five dollars (\$25) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. as their interest may appear.

OKLAHOMA – Disclosure Statement

Per Oklahoma Statute 36 s 6628 the following disclosure statement is hereby added:

"Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association."

Part III. GENERAL PROVISIONS, Item 6.d. of TO CANCEL **YOUR CONTRACT**, is Deleted and Replaced with the following: If **You** cancel within sixty (60) days of the date this **Contract** was purchased, and no claim has been made, the entire premium will be refunded. If **You** have made a claim or if **You** cancel more than sixty (60) days after the purchase date, **You** or a person authorized by **You** will receive one hundred percent (100%) of the unearned pro rata premium less an administration fee of ten percent (10%) of the unearned premium pro rata premium or fifty dollars (\$50.00) whichever is less. **We** will not subtract the cost of a claim, if any, from your refund. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Per Oklahoma statute 36 O.S. 6602, Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts and the Oklahoma Insurance Department does not regulate commercial use language in service contracts.

Roadside Assistance services provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126. 1-866-235-3887.

OREGON — Part III, GENERAL PROVISIONS, Item 9, ARBITRATION is hereby deleted from this Contract.

SOUTH CAROLINA - The following information is provided in accordance with S.C. Code Ann §38-78-050(D):

SOUTH CAROLINA — The following information is provided in accordance with S.C. Code Ann §38-78-050(D):

For South Carolina residents only, if **You** have any questions or concerns regarding this **Contract You** may contact the South Carolina Department of Insurance at the following address and phone number: South Carolina Department of Insurance, 1612 Marion Street, Columbia, SC 29201, (803) 737-6180.

As required by Chapter 78 of the South Carolina Code of Laws, the following is added to **Your Contract**: **Cancellation** — The service **Contract** shall require the provider to permit the **Contract** holder to return the **Contract** within twenty days of the date the **Contract** was mailed to the **Contract** holder or within ten days of delivery if the **Contract** is delivered to the **Contract** holder at the time of sale or within a longer time period permitted under the **Contract**. Upon return of the **Contract** to the provider within the applicable time period, if no claim has been made under the **Contract** prior to its return to the provider, the **Contract** is void and the provider shall refund to the **Contract** holder, or credit the account of the **Contract** holder, with the full purchase price of the **Contract**. The right to void the **Contract** provided in this subsection is not transferable and shall apply only to the original **Contract** purchaser and only if no claim has been made prior to its return to the provider. **A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the Contract** to the provider.

TEXAS – Texas Adminstrator license No. is 70165164 - **Note** – Unresolved complaints concerning a provider or questions concerning the regulation of **Contract** providers may be addressed to: Texas Department of Licensing and Regulation, 920 Colorado, Austin, Texas 78701, (515) 463-6599.

The following is added to Part III, GENERAL PROVISIONS - ITEM 6, TO CANCEL YOUR CONTRACT:

If **You** have cancelled **Your** service **Contract** and have not received **Your** refund before the 46th day after the date which **You** returned the **Contract** to **Us**, **You** may request **Your** refund directly to Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. Policy No. is WIC-UWC-VSC-050510. Please call 1-866-505-4048. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the **Contract** to the provider.

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<u>UTAH</u> – Note: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

1. Per Utah Statute 31A-6a-104(2)(a) (ii), the following is added to Your Vehicle Service Contract:
This Vehicle Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the

Utah Insurance Department.

2. Per Utah Code 31A-6a-104(4), the following is added to the Declarations Pages of **Your Vehicle** Service **Contract**. The terms of payment of **Your** Vehicle Service **Contract** are:

Full payment in cash or credit card

Full payment in cash or credit card;
 Payment per the terms of a lienholder.
 Per Utah Code 31A-21-303(2), the following is Added to Part III. GENERAL PROVISIONS, #6 TO CANCEL YOUR CONTRACT.
 A 30-day cancellation notice will be provided for mid-term cancellations.
 A 10-day cancellation notice will be provided for cancellations due to non-payment.
 Per Utah Code 31A-21-312, the following is Added to Part III. GENERAL PROVISIONS, #8 Your Responsibilities b. Filing, a Claim, #9 & #10.
 Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the Contract Holder, if the Contract Holder shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and the notice was given or proof of loss filed as soon as reasonably possible. GENERAL PROVISIONS, Items 6.b.3. and 4. TO CANCEL Your Contract are revised as follows:
 We may cancel this Contract:
 If the odometer has been disconnected or altered, this constitutes a substantial breach of contractual duty, condition, or warranty.

3. If the odometer has been disconnected or altered, this constitutes a substantial breach of contractual duty, condition, or warranty.

4. If the manufacturer's warranty on **Your Vehicle** has been voided this constitutes a substantial change in risk.

WASHINGTON - Per WA.CH. 48.110.075(5) The first sentence under the Registration Page grid is revised to read; "Failure to follow the Manufacturer's recommendations for servicing Your Vehicle will result in denial of coverage of the failed part or parts caused by the lack of maintenance."

The following Replaces language on Your Registration Page. Our Washington Service Contract Provider License is #260523. Per WA.CH. 48.110.060(3). Our obligations under this service Contract are guaranteed by an insurance policy issued by Wesco Insurance Company (In Washington the Policy No. is WIC-UWC-VSC-050510), 59 Maiden Lane, 6th Floor, New York, NY 10038. In the State of Washington, You may file a claim or request a cancellation refund directly with Insurance Company at any time. The sixty (60) day waiting period described on the Registration Page does not apply. Please call 1-866-505-4048 for instructions.

Part I. DEFINITIONS is revised as follows:

Contract – Means this Vehicle Service Contract, for separate consideration for a specific duration to perform the repair or replacement for operational or structural failure due to a defect in materials or workmanship or normal wear and tear, including towing, rental and emergency road service.

Provider Fee - Means the Contract Price for this Contract shown on the Registration Page.

Reimbursement Insurance Policy – Means an insurance policy issued to the Service Contract Provider of Your Contract to pay the cost of all covered claims under Your Contract.

We, Us, Our, Administrator, Service Contract Provider – Means Universal Warranty Corporation who is contractually obligated to perform under this Contract and responsible for the administration of the Contract.

You, Your, I - Means the Contract Holder shown as purchaser on the Registration Page or the person to whom this Contract was properly transferred.

Your Vehicle – Means the vehicle which is described on the Registration Page, which is subject to registration under chapter 46.16 RCW.

Part III. GENERAL PROVISIONS, Item 2.B. is Revised as follows:

B. ANY **BREAKDOWN** OF A FAILED PART OR PARTS CAUSED BY MISUSE, ABUSE, NEGLIGENCE, OR LACK OF NORMAL MAINTENANCE REQUIRED BY THE MAINTENANCE SCHEDULE FOR **YOUR VEHICLE**.

Part III. GENERAL PROVISIONS, Item 6. of TO CANCEL **YOUR CONTRACT**, is Deleted and Replaced with the following:

a. **You** may cancel this **Contract** by contacting the **Issuing Dealer**. **You** may also contact the Insurance Company at 1-866-215-7080. An odometer statement indicating the odometer reading on the date of the request will be required.

b. We may cancel this Contract for nonpayment of the Contract charge or for intentional misrepresentation in obtaining this Contract or in the submission of a claim.

Contract or in the submission of a claim.
c. If Your Vehicle and this Contract have been financed, the lienholder shown on this Contract may cancel this Contract for non-payment or if Your Vehicle is declared a total loss or is repossessed.
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 of the plan selected and the date Coverage begins, less a twenty-five dollar (\$25) administration fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A 10% penalty will be added to any refund that is not paid within 30 days of return of the Contract to the Administrator.
Part III. GENERAL PROVISIONS, Item 8.b.10, is deleted and replaced with the following:
10. Emergency repairs – Should a Breakdown occur which requires a repair to be made and You cannot reach Us to obtain prior authorization, You may proceed with emergency repairs and notify Us at 1-866-215-7080 within five (5) business days from the date of repair to determine if such repair will be covered.
Part III. GENERAL PROVISIONS, Item 9, ARBITRATION is Replaced with the following:

Part III. GENERAL PROVISIONS, Item 9. ARBITRATION is Replaced with the following:
Any controversy or dispute arising out of or related to this **Contract** shall be resolved by arbitration, to be conducted in the State of Washington at a location in close proximity to the **Contract** holder's permanent residence. Upon written demand by either party for arbitration, each party shall select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge having jurisdiction. A decision agreed to by two of the arbitrators will be binding. The arbitrators will determine the controversy or dispute according to the substantive laws of the State of Washington.

The arbitrators will determine the controversy or dispute according to the substantive laws of the State of Washington. Judgment on the award rendered by such arbitration may be entered in any court having jurisdiction thereof.

WISCONSIN — THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Your Registration Page is hereby changed as follows:

"Failure to Follow The Manufacturer's Recommendations Form Servicing Your Vehicle May Result in the Denial of Coverage."

Pursuant to S. Ins 6.08 Wisconsin Admin. Code the following Replaces Part III. GENERAL PROVISIONS, Item 8.b.4. of YOUR RESPONSIBILITIES is Replaced with the following:

4. Covered repairs and services may be performed by the licensed repair facility of Your choice. The Administrator shall have sole discretion regarding repairs to be made under this Contract in the event that any Repair Facility engaged to perform repairs contemplated by the Contract charges for parts and labor in excess of amounts published in industry manuals published by Motors, Mitchell. AllData and any other such manuals used by Administrator to determine reasonable costs to repair. Mitchell, AllData and any other such manuals used by **Administrator** to determine reasonable costs to repair.

Pursuant to Wisconsin S. 631.81 Part III. GENERAL PROVISIONS, Item 8.b., 5. and 9. YOUR RESPONSIBILITIES, FILING A CLAIM, is deleted and replaced with the following.

5. Obtain Claim Payment Authorization from the **Administrator**. **You** should provide notice of proof of loss as soon as reasonably possible and within one year after the **Breakdown**. **Your** failure to obtain prior authorization may invalidate or reduce a claim payment if **We** are prejudiced in any way unless it was not reasonably possible for **You** to do so.

9. Submit the **Repair Facility's** completed repair order to the **Administrator** as soon as reasonably possible or within one year. Part III. GENERAL PROVISIONS, Item 6.d. TO CANCEL **YOUR CONTRACT**, is Revised as follows:

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 of the plan selected and the date **Coverage** begins, less a fifty dollar (\$50) administration fee, which represents the actual cost needed to issue and service the Agreement. 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, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

Part III. GENERAL PROVISIONS, Item 8.b.10. Emergency Repairs. The entire emergency repairs provision is deleted and does not apply to contracts sold in Wisconsin.

Part III. GENERAL PROVISIONS, Item 9. ARBITRATION is Deleted and does not apply to contracts sold in Wisconsin.

WYOMING – Part III. GENERAL PROVISIONS, Item 6.b. and d. TO CANCEL **YOUR CONTRACT**, is Revised as follows: b. **Pursuant to Wyo. Stat.** *26-49-105(k), Prior notice of cancellation is not required for the reasons stated in (b)1, or 2. We will mail to **You** a written notice of cancellation at least ten (10) days prior to the effective date of cancellation for the reason stated in (b)3. or (b) 4.

d. Pursuant to Wyo. Stat. *26-49-103 (e) If this Contract is cancelled within the first sixty (60) days and no claims have been filed, 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 Us.

Part III. GENERAL PROVISIONS, Item 9. ARBITRATION, is Deleted and Replaced with the following:
Any controversy or dispute arising out of or related to this **Contract** shall be resolved by arbitration in compliance with the Wyoming Arbitration Act.

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