

# ServiceGuard

Agreement #

## Vehicle Service Contract For New and Pre-Owned Vehicles **INFORMATION SCHEDULE**

### VEHICLE

Year, Make, Model, VIN

Vehicle Code

### CUSTOMER

Buyer

Co-Buyer

Address, City, State, Zip

Email

Phone Home

Cell

Work

### SELLING DEALER

Dealer Name, Dealer Number

Address, City, State, Zip

Phone

Dealer Representative

### LIENHOLDER/LESSOR

Lienholder/Lessor

Address, City, State, Zip, Phone

### SERVICE CONTRACT INFORMATION

Coverage Plan

Purchase Date

Term Months

*Expiration Date*

Term Miles

Current Mileage

Luther Automotive Network Deductible

*Expiration Mileage*

Non-Luther Automotive Network Deductible

Service Contract Price

#### Notice to Purchaser:

- The purchase of this Service Contract is not required to obtain financing or to purchase or lease this Vehicle. The Service Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.
- You must follow the maintenance guidelines listed in Section VIII. "Your Responsibilities." If Your failure to follow the maintenance guidelines causes a Breakdown, You may be denied coverage.
- Refer to Sections V. "Maintenance & Parts This Service Contract Does Not Cover" and VI. "Service Contract Limitations" for a complete list of Service Contract exclusions.
- You are required to obtain authorization prior to beginning any repairs covered by this Service Contract. Refer to Section VIII. "Your Responsibilities" for instructions.
- This Service Contract runs concurrent with, and is secondary to, any applicable manufacturer's Warranty.
- 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.
- The benefits provided under automotive retailer Warranties required by state law are not covered by this Service Contract.

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all of the provisions herein.

Buyer Signature

Co-Buyer Signature

#### Provider and Administrator

- In AZ, IA & WY: Consumer Program Administrators, Inc.
  - In CA: Motor Warranty Services of North America, California License, #0E40891
  - In FL, LA & OK: Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #861338
  - All Other States: Automotive Warranty Services, Inc.
- All located at 175 West Jackson Blvd., 12th Floor, Chicago, Illinois 60604, 1-800-621-2130

**For Emergency Roadside Assistance:  
Toll-free 1-866-603-5420**

**To File a Claim:  
Toll-free 1-800-621-2130**

LUTHER-MAO (08/16)  
(Stock Reorder Number)  
LZX #11145

LUTHER-MAO (08/16)

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Cell

Work

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Dealer Name, Dealer Number

Address, City, State, Zip

Phone

Dealer Representative

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Lienholder/Lessor

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- All located at 175 West Jackson Blvd., 12th Floor, Chicago, Illinois 60604, 1-800-621-2130

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#### To File a Claim:

**Toll-free 1-800-621-2130**

**ServiceGuard VEHICLE SERVICE CONTRACT**

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

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**I. KEY TERMS**

When used, Key Terms will appear in **bold** print and initial uppercase.

**"Provider", "We", "Us", "Our" and "Administrator"** mean Automotive Warranty Services, Inc., except in the states of Arizona, Iowa and Wyoming where **Provider, We, Us, Our** and **Administrator** mean Consumer Program Administrators, Inc.; in the state of California where **Provider, We, Us, Our** and **Administrator** mean Motor Warranty Services of North America, California License #0E40891; in the states of Florida, Louisiana and Oklahoma where **Provider, We, Us, Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023 and Oklahoma License #861338, all located at 175 West Jackson Blvd., Chicago, IL 60604, 1-800-621-2130.

**"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, at the proper intervals, 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.

**"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, pre-owned or non-original equipment manufactured parts.**

**"Deductible"** means the amount **You** must pay per visit for covered repairs shown on the Information Schedule. The Luther Automotive Network Deductible applies per visit when covered repairs are performed at **Your Selling Dealer** or any Luther Automotive Network dealer. The Non-Luther Automotive Network Deductible applies per visit when covered repairs are performed elsewhere. For a complete listing of Luther Automotive Network dealers, please visit us at [www.lutherauto.com](http://www.lutherauto.com).

**"Miles"** means the number of miles for the Service Contract Term shown on the Information Schedule.

**"Months"** means the number of months for the Service Contract Term shown on the Information Schedule.

**"Permitted Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty contracting (e.g. electrician, carpenter and plumber).

**"Prohibited Commercial Purposes"** means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing (unless **You** purchased the Snow Plow Optional Coverage), company pool use or business travel when the **Vehicle** is used by more than one driver.

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

**"Repair Facility"** means a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 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 on the Information Schedule.

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

**"Vehicle"** means the vehicle shown on the Information Schedule.

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

**"You"** and **"Your"** mean the Customer shown on the Information Schedule or an eligible person to whom this Service Contract has been properly transferred.

## II. WHAT THIS SERVICE CONTRACT COVERS

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

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

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### **POWER TRAIN COVERAGE**

When the POWER TRAIN Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

#### **Assembly Parts Covered**

**1. GASOLINE/DIESEL ENGINE** – All internal lubricated parts, engine block, cylinder head(s), exhaust manifold, expansion plugs, harmonic balancer, intake manifold, mounts, oil pan (excluding drain plug related failures), rotary engine rotor housing, timing belt/chain and tensioner, timing chain cover, valve cover(s), water pump, electric coolant pump, electric oil pump, diesel accessory vacuum pump, lift pump, injectors and injector pump, manufacturer-installed turbocharger(s), bypass valve(s), blow-off valve(s), intercooler and waste gate(s), manufacturer installed supercharger and intercooler.

**2. TRANSMISSION (Automatic, Continuous Variable (CVT), Standard and Transfer Case)** – All internal/internally lubricated parts, metal cooler lines, mounts, throttle valve cable, torque convertor, flywheel/flexplate, transmission and transfer case housing, transmission cooler, oil pan, vacuum modulator, external and internal control unit, automatic electronic clutches.

**3. DRIVE AXLE (Front/Rear/AWD/4 Wheel Drive)** – All internal lubricated parts within the drive/transaxle assembly and housing, including axles and axle bearings, constant velocity joints, constant velocity boots, drive shaft support, differential cover, hub bearings, front hub locking assemblies, drive shaft, universal joints, four wheel drive actuator.

**4. HYBRID VEHICLE** – Hybrid vehicle electric motor assembly, electronic transmission/transaxle assembly, electric traction-drive motor assembly.

**5. FILTERS, FLUIDS, LUBRICANTS AND TAXES** – Filters, fluids, lubricants and taxes required to complete a covered repair for any covered part listed above.

**6. SEALS AND GASKETS** – Seals and gaskets for all covered parts listed above when subject to a covered repair.

### **SILVER COVERAGE**

When the SILVER Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under the Power Train Coverage, are covered. Parts not listed are not covered.

**7. ELECTRICAL** – Alternator, alternator voltage regulator, distributor, including bushings, gear, housing and shaft (excluding cap, rotor and spark plug wires), horns, ignition coils, oil pressure sending unit, main engine wiring harness, ignition module and main electronic control unit, powertrain control module, starter motor, solenoid and starter drive, switches, including manually or mechanically-operated electrical switches, power mirror motor, washer pump motor, front and rear wiper motors.

**8. FUEL** – Fuel pump, fuel distributor, injectors, metal fuel lines, pressure regulator, rail, fuel tank, fuel tank sending unit, throttle body, idle speed or automatic idle speed assemblies, warm-up regulator.

**9. COOLING AND HEATING** – Electric cooling fan motor, blade assembly and fan clutch, radiator, belt tensioner, heater core, thermostat, heater control valve.

**10. AIR CONDITIONING** – Accumulator, blower motor, compressor: clutch and electric engine, condenser, pulleys and bearings, receiver/dryer, evaporator, orifice tube, POA valve, suction control devices, thermostatic expansion valve, high/low compressor cutoff switch, pressure cycling switch, lines and coil(s), dye, flushing liquids or refrigerant(s) if needed in conjunction with a covered repair.

**11. BRAKES** – Master and power brake cylinders, vacuum assist booster, hydro boost, disc brake calipers, wheel cylinders, compensating valve, hydraulic lines, fittings and control unit, parking brake (excluding handle and cables), electrohydraulic brake system, the following ABS parts: electronic control processor, wheel speed sensors, hydraulic pump/motor assembly, pressure modulator valve/ isolation dump valve and accumulator.

**12. HYBRID VEHICLE** – Hybrid vehicle battery cooling system, including fan, motor and pump, integrated starter generator or belt alternator starter, regenerative braking assembly, electric heater, generator assembly, nickel metal hydride and lithium-ion batteries, covers one (1) battery replacement during the Service Contract Term.

**13. SEALS AND GASKETS** – Seals and gaskets for all covered parts listed above when subject to a covered repair.

### **GOLD COVERAGE**

When the GOLD Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under Power Train and Silver Coverage, are covered. Parts not listed are not covered.

**14. SUSPENSION** – Ball joints, control arms, torsion bars, mounts and bushings, stabilizer bar, radius arms and bushings, height sensor, mode switch, spindles, coil and leaf springs, strut cartridges, McPherson struts and upper pivot bearing mounting assembly, wheel bearings, wheel seals, electronic level control system.

**15. STEERING** – All internal lubricated parts within the steering gear and power steering pump, power steering hoses and couplings, electric power steering, including electric motor, sensors and computer module, intermediate shaft and main shaft, steering gear and pump housing, pitman arm, idler arm, tie rod ends, drag link, tilt wheel mechanism, rack-and-pinion gear and housing.

**16. ENHANCED ELECTRICAL** – Air conditioning/heating power module, controller and relay, dash control unit/temperature control programmer, manufacturer-installed power antenna motor and mast, manufacturer-installed theft deterrent devices/systems, convertible top motor, cruise control module, electronic servo/transducer, amplifier and adaptive radar system, power door lock actuators/solenoids, head lamp door motors, ignition spark control pick-up sensor, instrument cluster, keyless entry system, power seat motor and transmission, sunroof motor, touchoperated electric switches, trunk lid release activator and motor, power lift gate motor and power sliding door motor, power window motor assembly.

**17. ELECTRONICS** – Manufacturer-installed hardware and software for infotainment systems, global positioning systems and navigation systems, audio/video/gaming equipment. Coverage is limited to base units. Hand-held remote control devices, wiring and media are specifically excluded from this group of covered parts. Repair or replacement of Covered Part(s) in this list is limited to one occurrence per part.

**18. SAFETY** – Airbag system including inflatable seatbelts (except for airbag deployment due to sensor failure), electronic stability control system, tire pressure monitoring system, backup-sensors, video cameras, TV monitors.

**19. HYBRID VEHICLE** – Hybrid vehicle DC-DC converter, inverter assembly and converter, motor power cable/wiring harness, engine-power control module.

**20. SEALS AND GASKETS** – Seals and gaskets for all covered parts listed above when subject to a covered repair.

### **PLATINUM COVERAGE**

When the PLATINUM Coverage Plan has been purchased as indicated on the Information Schedule, **We** will remedy any **Breakdown of Your Vehicle** except items listed under the Sections **V. "Maintenance & Parts This Service Contract Does Not Cover"** and **VI. "Service Contract Limitations."**

### III. ADDITIONAL BENEFITS

#### A. Rental Reimbursement

We will pay your actual expenses to rent a replacement vehicle from a licensed rental agency if **Your Vehicle** is held by a **Repair Facility** for a covered repair. Rental reimbursement shall not exceed \$35 per day for a maximum of five (5) days for any one **Breakdown**. If a covered repair cannot be completed within the first five (5) days of a rental period due to a parts delay or other reasonable cause, the five (5) day maximum is extended to ten (10) days. Rental reimbursement is available beginning on the first day of the covered repair.

#### B. Emergency Roadside Assistance

**Emergency Roadside Assistance is not available if You purchase this Service Contract from a Selling Dealer located in the state of Kentucky. See Kentucky State Amendment Section for Towing Reimbursement.**

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. We will pay for a covered emergency up to \$175 per occurrence with no out-of-pocket expense to You. If the covered emergency exceeds \$175 per occurrence, You are responsible for the portion that exceeds \$175. You are responsible for any non-covered expenses. This benefit is available only for **Your Vehicle**.

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.
- **Extrication Assistance** – provides assistance with extricating **Your Vehicle** when it is stuck in a ditch or other inaccessible area, when such location is within fifty (50) feet of a paved road or highway. This service does not cover for extrication when driving **Your Vehicle** off-road or on unpaved surfaces.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with **Your** spare tire located with **Your Vehicle**.
- **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. You will be responsible for the cost of these supplies.
- **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: 1-866-603-5420**

#### C. Emergency Travel Expense Reimbursement

**Emergency Travel Expense Reimbursement is not available if You purchase this Service Contract from a Selling Dealer located in the states of Kentucky and New York.**

When a covered **Breakdown** renders **Your Vehicle** inoperable or unsafe to drive and requires **Your Vehicle** to be held overnight by a **Repair Facility** for covered repairs while traveling 100 miles or more from **Your** home, We will pay for emergency local commercial lodging, meals and transportation expenses up to \$175 per day for a maximum of three (3) days.

#### D. Manufacturer's Deductible Reimbursement

We will reimburse You for the difference between the **Deductible** amount shown on the Information Schedule and any required manufacturer's deductible, if applicable, when a **Breakdown** of a covered part occurs and is covered by a manufacturer's **Warranty**.

### IV. OPTIONAL COVERAGE

#### A. Conversion Package

When the Conversion Package optional coverage has been purchased as indicated on the Information Schedule, coverage is extended to all components contained within the conversion package supplied and installed by a licensed conversion company. **Coverage for electronic audio, video and gaming equipment is limited to base units. Hand-held remote control devices, wiring and media are specifically excluded from this group of Covered Parts. Repair or replacement of audio, video and gaming Covered Parts is limited to one occurrence per part.**

#### B. Mobility Equipment Package

When the Mobility Equipment Package optional coverage has been purchased as indicated on the Information Schedule, coverage is extended to the following parts and components when installed by the manufacturer or a licensed, manufacturer-authorized installer, **unless the alterations made to accommodate the equipment fall outside manufacturer's specifications and tolerances:** chair lift motors and assemblies, electric/hydraulic ramp controls and assemblies, adjustable seating mechanisms, adjustable pedal and steering control mechanisms, hoist and swing-arm mechanisms.

#### C. Snow Plow

When the Snow Plow optional coverage has been purchased as indicated on the Information Schedule, coverage is extended to eligible vehicles with less than a three quarter ton rating that are equipped with a manufacturer snow plow package, including a snow plow prep package. **The snow plow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and/or equipment is not covered. The Vehicle must be used for personal use only.**

### V. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER

#### MAINTENANCE AND PARTS THAT ARE NOT COVERED

- MAINTENANCE NOT COVERED – THE MAINTENANCE SERVICES AND PARTS DESCRIBED 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), BATTERIES, HYBRID BATTERY MODULE PACK (EXCEPT NICKEL METAL HYDRATE OR LITHIUM-ION DRIVE PROPULSION BATTERIES), EXTERNAL BATTERY CHARGER AND SERVICE PLUG, FILTERS, LUBRICANTS OR FLUIDS (EXCEPT TO COMPLETE A COVERED REPAIR), AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL FLUID CAPS AND RESERVOIRS, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), FASTENERS, WIPER ARMS AND BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, BRAKE CABLES, SUSPENSION ALIGNMENT.**
- PARTS NOT COVERED – TIRES, WHEEL BALANCING, WHEEL COVERS, WHEEL RIMS, WHEELS, SHOCK ABSORBERS, SUSPENSION AIR BAGS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, FUSES, HEAD AND TAIL LIGHT ASSEMBLIES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, VINYL AND CONVERTIBLE TOPS, NON-MECHANICAL REMOVABLE HARDTOP ASSEMBLIES, MOBILITY OR CONVERSION EQUIPMENT (UNLESS YOU PURCHASED THE OPTIONAL COVERAGE MOBILITY EQUIPMENT PACKAGE OR CONVERSION PACKAGE).**

## VI. SERVICE CONTRACT LIMITATIONS

WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

1. MODIFICATIONS:

- A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, 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 (UNLESS INSTALLED BY THE MANUFACTURER).
- B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT. IF THE SNOW PLOW OPTIONAL COVERAGE IS PURCHASED, WE WILL PAY FOR COVERED BREAKDOWNS EVEN THOUGH YOUR VEHICLE WAS MODIFIED BY ADDING A SNOW PLOW PACKAGE.
- C. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
- D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.

2. NON-STANDARD USE:

- A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
- B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A PROHIBITED COMMERCIAL PURPOSE, AS DEFINED IN SECTION I. KEY TERMS, AT ANY TIME WHILE OWNED BY YOU. HOWEVER, THE VEHICLE MAY BE USED FOR PERMITTED COMMERCIAL PURPOSES AS DEFINED IN SECTION I. KEY TERMS.
- C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.

3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:

- A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VIII. YOUR RESPONSIBILITIES.
- B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
- C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- D. LOSS OR DAMAGE CAUSED BY YOU OR THE 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.
- E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
- F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
- G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
- H. BREAKDOWN OF NICKEL METAL HYDRIDE OR LITHIUM-ION BATTERIES DUE TO IMPROPER VEHICLE STORAGE AS DEFINED BY THE MANUFACTURER.

4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:

- 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.
- B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.

5. WARRANTIES AND MANUFACTURER RECALLS:

- A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
- B. 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.
- C. 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.

6. VEHICLE TYPE:

- A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
- B. IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
- C. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
- D. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.

7. CONSEQUENTIAL DAMAGE:

- A. 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 UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. 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.
- B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
- C. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE, REVERSE POLARITY AND OVERLOADED CIRCUITS WHILE CHARGING YOUR VEHICLE.

8. NON-COVERED CONDITIONS:

- A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.
- B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VII. WHAT TO DO IF REPAIRS ARE NEEDED).
- C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
- D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
- E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
- F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
- G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
- H. GRADUAL CAPACITY LOSS OF NICKEL METAL HYDRIDE OR LITHIUM-ION BATTERIES.

## VI. SERVICE CONTRACT LIMITATIONS (CONTINUED)

### 9. MISCELLANEOUS EXPENSES:

- A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

### 10. EMERGENCY ROADSIDE ASSISTANCE LIMITATIONS:

- A. FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.
- B. FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.
- C. FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
- D. FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
- E. FOR SHOVELING SNOW AROUND YOUR VEHICLE.
- F. FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVS) OR ANY VEHICLES IN TOW.
- G. FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.
- H. FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP.
- I. FOR TOWING BY OTHER THAN A LICENSED SERVICE STATION OR GARAGE.
- J. FOR A SECOND TOW FOR THE SAME DISABLEMENT.
- K. FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.
- L. FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.
- M. 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.
- N. FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
- O. FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
- P. FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

### 11. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT LIMITATIONS:

- A. FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
- B. FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

## VII. WHAT TO DO IF REPAIRS ARE NEEDED

If **Your Vehicle** is within forty (40) miles of the **Selling Dealer**, You must deliver **Your Vehicle** to the **Selling Dealer** or any other Luther Automotive Network location. For a complete listing of Luther Automotive Network dealers, please visit us at [www.lutherauto.com](http://www.lutherauto.com). If **Your Vehicle** is more than forty (40) miles from the **Selling Dealer**, or the **Selling Dealer** is no longer at that address, call the **Administrator** for instructions before delivering **Your Vehicle** to a **Repair Facility**. We can be reached toll-free:

**1-800-621-2130**

7:00 a.m. – 7:00 p.m. C.T. Monday – Friday

**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 Repair Facility 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.

## VIII. YOUR RESPONSIBILITIES

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.
2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a 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.
3. 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.
4. If You experience a Breakdown, You agree to:
  - a. Use all reasonable means to protect Your Vehicle from further damage.
  - b. Notify the Administrator as soon as possible.
  - c. 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.**
  - d. 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 Term as noted above.
  - e. Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.
  - f. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
  - g. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract except when the Administrator's office is closed and emergency repairs are necessary (See Emergency Repair Instructions within Section VII. WHAT TO DO IF REPAIRS ARE NEEDED).



## VIII. YOUR RESPONSIBILITIES (CONTINUED)

5. **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. For refund calculations, if the Service Contract is canceled by Us, all references to sixty (60) days are replaced with ninety (90) days.**

## IX. GENERAL PROVISIONS

### 1. Service Contract Term

The Service Contract Term is the **Months** and **Miles** shown on the Information Schedule. This Service Contract begins on the **Purchase Date** and at the Current Mileage stated on the Information Schedule. The Service Contract ends following the Expiration Date or when the Expiration Mileage is exceeded, both as shown on the Information Schedule, 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, Emergency Roadside Assistance coverage or Emergency Travel Expense Reimbursement coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.

### 4. Limit of Liability

**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.

### 5. 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.

### 6. 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 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.

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

**Your** rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse or legal representative. This Service Contract can only be transferred if the remaining portion of the **Warranty** including Power Train **Warranty** has not been reduced or voided.

To transfer this Service Contract, **You** must submit the following information to the **Administrator**:

- Completed Transfer Request form, which can be obtained by contacting the **Administrator**;
- Copy of **Your** Service Contract;
- Bill of Sale indicating date of sale of the **Vehicle**;
- \$50 transfer fee made payable to the **Administrator**.

### 8. 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**. 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. This notice shall state the effective date of and reason for 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 by **You**;
- 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/Lessor

If this Service Contract is financed or included in **Your** lease agreement, the **Vehicle** Lienholder/Lessor may cancel this Service Contract in the event **You** default in **Your** obligation to such Lienholder/Lessor or in the event **Your Vehicle** is declared a total loss or is repossessed.

## IX . GENERAL PROVISIONS (CONTINUED)

### **How Refunds are Calculated**

If this Service Contract is canceled within sixty (60) days of the **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 within the first sixty (60) days, a pro-rata refund of the unused **Months** or unused **Miles** 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 Term, less an administrative fee of \$50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days.

### **9. Insurance**

This Service Contract is not an insurance contract. **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 otherwise financially impaired 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.

### **10. 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.

## X. STATE AMENDMENTS

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

### **Alabama**

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**How Refunds are Calculated** is amended to include:

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

### **Alaska**

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #4A – Any reference to “**TERRORISTS ACTS**” is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:

**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 UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.**

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**How Refunds are Calculated** is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 7.5% of the refund amount, whichever is less.

### **Arizona**

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

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

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Items #1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3E, 3F are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**”

Items #6A, 6B, 6C, 8A are deleted in their entirety.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us**” is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

- 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**.

### **California**

**KEY TERMS** – “**Breakdown**” definition is deleted and replaced by the following:

“**Breakdown**” means the failure of any original or like replacement part due to defects in material or workmanship covered by this Service Contract to perform its intended functions(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owner’s Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

**KEY TERMS** – “**Repair Facility**” definition is amended to include:

If a franchised automotive retailer or licensed repair facility does not provide a written parts and labor guarantee of 12 months and 12,000 miles, the **Administrator** will refer **Your Vehicle** to a franchised automotive retailer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of 12 months and 12,000 miles or greater.

**GENERAL PROVISIONS** – Section 5 “Subrogation” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Mandatory arbitration is not allowed under this Service Contract. If **You** and **We** mutually agree, this Service Contract provides for binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (for example the **Cost** of, lack of or actual repair of replacement arising from a **Breakdown**).

## X. STATE AMENDMENTS (CONTINUED)

### California – continued

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. 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. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction of any such error.

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 California Arbitration Act (California Code of Civil Procedures 1280 et. seq.) and the Consumer Legal Remedies Act (California Civil Code (1750 et. seq.)). The laws of the state of California 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.

All fees and costs charged to **You** under this provision shall be waived if **You** are an indigent consumer. “Indigent consumer” means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least sixty (60) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

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

**How Refunds are Calculated** is amended to include:

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

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

If this Service Contract is canceled by **Us**, no administrative fee will be charged.

**GENERAL PROVISIONS** – Section 9 “Insurance” is deleted in its entirety and replaced by the following:

Performance to **You** under this Service Contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within 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 or access their website [www.insurance.ca.gov](http://www.insurance.ca.gov).

### Colorado

**GENERAL PROVISIONS** – Section 9 “Insurance” is amended to include: Insurance Policy #5137.

### Connecticut

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

**GENERAL PROVISIONS** – Section 6 “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.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By Us** is amended to include:

The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

### Florida

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

**SERVICE CONTRACT LIMITATIONS** – is amended as follows: Item #6A is deleted in its entirety.

**YOUR RESPONSIBILITIES** – “**Emergency Repair Instructions**” is amended as follows: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with ninety (90) days.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Transferred” is amended to include:

The \$50 transfer fee is deleted and replaced with a \$40 transfer fee.

**GENERAL PROVISIONS** – Section 8 “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** 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 **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 within sixty (60) days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused **Months** or unused **Miles** 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 Term, less an administrative fee of \$50 or 10% of the refund amount, whichever is less. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

**Cancellation By Us**

**We** may cancel this Service Contract for any reason within sixty (60) days of the Service Contract **Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- 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 the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or

## X. STATE AMENDMENTS (CONTINUED)

### Florida – continued

- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. A pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Service Contract Price** less any claims paid on this Service Contract. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

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

**GENERAL PROVISIONS** – Section 9 “Insurance” is amended to include:

The sentence “This Service Contract is not an insurance contract.” is deleted in its entirety.

### Georgia

**KEY TERMS** – “Prohibited Commercial Purposes” is amended to delete any reference to “delivery service” in its entirety.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #8A is deleted in its entirety.

Item #3B – Any reference to “**SLUDGE**” is deleted in its entirety.

Item #1C is amended to include the text: “**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT.**”

Item #3E is amended to include the text: “**WHILE OWNED BY YOU.**”

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

Item #4 (c) is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “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**, 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 the **Administrator**. 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% of the unearned pro-rata **Service Contract Price**, whichever is less. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

#### **Cancellation By Us**

**We** may cancel this Service Contract:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; 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**. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

If this Service Contract is financed or leased and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder/Lessor (shown 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.

### Hawaii

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

### Idaho

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

### Illinois

**GENERAL PROVISIONS** – Section 8 “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 ten percent (10%) of the refund amount, whichever is less.

### Indiana

This Service Contract is not insurance and is not subject to Indiana insurance law.

**Your** proof of payment to the **Selling 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.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **Your** cancellation refund is not paid within sixty (60) days after this 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.

### Iowa

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738

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

Pre-owned 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.

## X. STATE AMENDMENTS (CONTINUED)

### Iowa – continued

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**How Refunds are Calculated** is amended to include:

The sentence “**You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise to **You**.” is revised to read “**You** authorize that all refunds will be paid by the **Selling Dealer** to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.”

### Kentucky

**ADDITIONAL BENEFITS** – is amended as follows:

Emergency Roadside Assistance is deleted in its entirety and replaced by the following:

When a covered repair disables **Your Vehicle**, **We** will pay, or at **Our** option, reimburse **You** the **Cost** for towing not to exceed one hundred dollars (\$100) per disablement. Emergency Travel Expense Reimbursement is deleted in its entirety.

### Louisiana

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated**” is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made. After sixty (60) days, a pro-rata refund of the unused **Months** or unused **Miles** 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 Term, less an administrative fee of \$50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

### Maine

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, 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**.

**How Refunds are Calculated** is amended to include:

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

### Maryland

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

### Massachusetts

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

### Michigan

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

If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Selling Dealer** or **Repair Facility**, the term of this Service Contract shall be extended for the period of the strike or work stoppage.

### Minnesota

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

### Mississippi

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

### Missouri

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, 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 Store** or the **Administrator**.

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 forty-five (45) days of the date of cancellation.

**How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Purchase Date**, a one-hundred percent (100%) refund of the **Service Contract Price** will be made, less paid claims, if any. After sixty (60) days, a pro-rata refund of the unused **Months** or unused **Miles** 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 Term, less an administrative fee of \$50. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

**GENERAL PROVISIONS** – Section 9 “Insurance” is amended to include:

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

### Nebraska

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** 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 not be binding upon **You**.

## X. STATE AMENDMENTS (CONTINUED)

### Nebraska – continued

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 loss 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 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.

### Nevada

**NOTICE TO PURCHASER** – is amended as follows:

The statement “If the manufacturer’s **Warranty** has been declared void...” is deleted and replaced with the following: **If this Service Contract has already been issued and the manufacturer’s Warranty becomes void during the Service Contract Term, We will not automatically suspend all coverage for any length of time. We will not provide any coverage that would have otherwise been provided under the manufacturer’s Warranty, until the full term of the manufacturer’s Warranty elapses. However, We will continue to provide any other coverage under this Service Contract, unless such coverage is otherwise excluded by the terms of this Service Contract.**

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #3A is deleted in its entirety and replaced by the following:

**FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VII. YOUR RESPONSIBILITIES.**

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

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the Service Contract **Purchase Date**. After seventy (70) days, **We** may cancel this Service Contract:

- 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 by **You**; 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 **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended to include:

For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with seventy (70) days. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

### New Hampshire

**GENERAL PROVISIONS** – Section 9 “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.

### New Jersey

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

### New Mexico

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

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty for each thirty (30) day period or portion thereof 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**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the Service Contract **Purchase Date**. After seventy (70) days, **We** may cancel this Service Contract:

- 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 by **You**; 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 **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended to include:

For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with seventy (70) days.

### New York

**ADDITIONAL BENEFITS** – is amended as follows:

Emergency Travel Expense Reimbursement is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

## X. STATE AMENDMENTS (CONTINUED)

### North Carolina

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **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 by **You**; or
- If **You** do not pay the **Service Contract Price**.

**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.

### Oklahoma

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**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.**

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

**ADDITIONAL BENEFITS** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Transferred” is amended as follows: The sentence “This Service Contract can only be transferred...” is revised to read: This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or canceled.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refund 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 the **Administrator**. 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 within the first sixty (60) days of the **Purchase Date** and have not incurred a claim, **You** will receive one hundred percent (100%) of the unearned pro-rata **Service Contract Price**. If **You** cancel this Service Contract after sixty (60) days or have incurred a claim within the first sixty (60) days, **You** will receive a refund based on one hundred percent (100%) of the unearned pro-rata **Service Contract Price** less ten percent (10%) of the unearned pro-rata **Service Contract Price** or fifty dollars (\$50), whichever is less. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid 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 by **You**;
- 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. This notice shall state the effective date of and reason for cancellation. The pro-rata refund will be one hundred percent (100%) of the unearned pro-rata **Service Contract Price**. **You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.

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

### Oregon

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Transferred” is amended as follows: The sentence “In the event of **Your** death,...” is revised to read: In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse, domestic partner or legal representative.

### South Carolina

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

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract, 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**.

### 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 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include: If **You** cancel this Service Contract, 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 **Your** cancellation refund is not paid within forty-five (45) days after this 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. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

**How Refunds are Calculated** is amended to include:

If this Service Contract is canceled by **Us**, no administrative fee will be charged.

## X. STATE AMENDMENTS (CONTINUED)

### 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.

**ADDITIONAL BENEFITS** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions”** is amended to include: Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration. The sentence “Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive.” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

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 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the Service Contract **Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- For nonpayment of **Service Contract Price**;
- For material misrepresentation by **You**;
- 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.

**Cancellation By Lienholder/Lessor** is deleted in its entirety and replaced by the following:

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

### Wisconsin

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

**ADDITIONAL BENEFITS** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services Motor Club, Inc., 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows: Item #8B is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED – “Emergency Repair Instructions”** is amended to include: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

**GENERAL PROVISIONS** – Section 5 “Subrogation” is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Price**; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

**How Refunds are Calculated** is amended to include:

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

In the event **Your Vehicle** is declared a total loss, **You** may cancel this Service Contract and receive a pro-rata refund of the **Service Contract Price**, less any claims paid. No administrative fee will be charged.

### Wyoming

**GENERAL PROVISIONS** – Section 6 “Dispute Resolution – Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “How This Service Contract May Be Canceled – Including Refunds And Charges”

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, 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**.

**Cancellation By Lienholder/Lessor** is deleted in its entirety and replaced by the following:

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

**How Refunds are Calculated** is amended to include:

The sentence “**You** authorize that all refunds will be paid to the Lienholder/Lessor if any, otherwise the refund will be paid to **You**.” is revised to read “**You** authorize all refunds will be made payable to the Lienholder/Lessor and **You**.”



## XI. LENDER REQUIREMENTS

If **Your Vehicle** is financed with Ford Motor Credit Company (FMCC):

**GENERAL PROVISIONS** – Section 8 “How this Service Contract May Be Canceled – Including Refunds and Charges, **How Refunds are Calculated**” is amended to include: If the Vehicle is declared a total loss or is repossessed, the \$50 administrative fee is deleted in its entirety.

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

**KEY TERMS** – “**Permitted Commercial Purposes**” definition and “**Prohibited Commercial Purposes**” definition are deleted in their entirety.

**SERVICE CONTRACT LIMITATIONS** – Items #1B, 2A, 2B, 2C are deleted in their entirety and replaced by the following:

**IF YOUR VEHICLE: A. HAS BEEN USED FOR PLOWING SNOW, IF NOT OTHERWISE EQUIPPED TO PLOW SNOW BY THE MANUFACTURER, OR IS EQUIPPED IN A CONDITION OR MANNER WHICH EXCEEDS THE MANUFACTURER’S RECOMMENDATIONS FOR YOUR VEHICLE. B. HAS BEEN USED FOR COMPETITIVE DRIVING, RACING OR TOWING A TRAILER WHOSE WEIGHT EXCEEDS THE MANUFACTURER’S RECOMMENDATIONS FOR YOUR VEHICLE. C. HAS BEEN USED FOR HIRE TO PUBLIC, OR TO TRANSPORT PEOPLE FOR HIRE. D. HAS BEEN USED FOR MUNICIPAL OR PROFESSIONAL EMERGENCY OR POLICE SERVICES.**