

# GMC Tire Protection

Vehicle Service Contract



## CUSTOMER INFORMATION

Last Name		First Name	Middle Initial
Street Address			Apt.
City	State	ZIP Code	Phone Number
Email			

## CO-BUYER INFORMATION

Last Name		First Name	Middle Initial
Street Address			Apt.
City	State	ZIP Code	Phone Number
Email			

## COVERED VEHICLE INFORMATION

Year	Make <b>GMC</b>	Model
Vehicle Identification Number (VIN)	Current Odometer Reading	Vehicle Purchase Price \$
<input type="checkbox"/> New	<input type="checkbox"/> CPO	<input type="checkbox"/> Pre-Owned

## DEALER INFORMATION

Name	Dealer Number		
Street Address			
City	State	ZIP Code	Phone Number

## LENDER/LESSOR INFORMATION

Name		
Street Address		
City	State	ZIP Code

## GMC TIRE PROTECTION AGREEMENT INFORMATION

Agreement Term (in months)	Agreement Purchase Date
Agreement Retail Price \$	Agreement Expiration Date

**COVERAGE OPTIONS:**  ALL TIRES COVERAGE  SINGLE TIRE COVERAGE

**DOT NUMBERS** (Please fill in DOT tire number for all tires for which coverage shall apply)

- Tire 1:
- Tire 2:
- Tire 3:
- Tire 4:

**THE PURCHASE OF THIS GMC TIRE PROTECTION AGREEMENT IS OPTIONAL AND WILL NOT BE A FACTOR IN THE PURCHASE/LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.**

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this GMC Tire Protection Service Contract ("Agreement") in its entirety and I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections, which are available electronically at [addedprotection.info/3aJpTCK](http://addedprotection.info/3aJpTCK), by scanning the QR code, or in paper copy from the Dealer upon request. I agree to purchase this Agreement in exchange for payment of the Agreement Retail Price shown above. I understand that this Agreement has been issued in accordance with the information contained on this Registration Page. **THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.**



**NEVADA CUSTOMERS ONLY:** By initialing this box, You acknowledge that this Agreement contains an Arbitration provision, that You have read and understand Section 11, Arbitration, and affirmatively agree to the terms contained therein.

Customer Signature	Date	Dealer Signature	Date
Co-Buyer Signature	Date		

**SAFE-GUARD PRODUCTS INTERNATIONAL, LLC** ("Administrator"/"Obligor") • Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 1-833-959-0103 • **In Florida the Administrator/Obligor is SAFE-GUARD WARRANTY CORPORATION, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103** • In Oklahoma, the Obligor is **Safe-Guard Warranty Corporation**, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103, Service Warranty Association License Number 506336130 • In Washington, the Obligor is **National Product Care Company**, 175 W. Jackson Blvd, Chicago, IL 60604, 1-833-959-0103

# GMC Tire Protection Terms & Conditions

## 1. INTRODUCTION AND PARTIES

This GMC Tire Protection service contract ("Agreement") is between the Customer (referred to herein as "Customer", "You" or "Your") listed on the Registration Page and the Administrator/Obligor: Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, 1-833-959-0103 (referred to herein as "We", "Us", or "Our"). In Florida the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103. In Oklahoma, the Obligor is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103, Service Warranty Association License Number 506336130. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 1-833-959-0103. **For Administration and Claims Assistance, please call: 1-833-959-0103.**

## 2. DEFINITIONS

- A. Administrator, Obligor, We, Us, Our** mean Safe-Guard Products International, LLC Two Concourse Parkway, Suite 500, Atlanta, GA 30328. In Florida the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103. In Oklahoma, the Obligor is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0103, Service Warranty Association License Number 506336130. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 1-833-959-0103.
- B. Agreement** means this GMC Tire Protection service contract entered into between You and Us and each of the coverages selected on the Registration Page.
- C. Agreement Purchase Date** means the date on which You purchased/leased the Covered Vehicle and also the date on which You purchased this Agreement.
- D. Agreement Term** means the time in months, as indicated on the Registration Page, during which the Covered Vehicle is covered by this Agreement.
- E. Covered Vehicle** means the vehicle that is described on the Registration Page. Under this Agreement, the Covered Vehicle must be a GMC.
- F. Covered Tire** means the tires on the Covered Vehicle on the Agreement Purchase date that are listed on the Registration Page.
- G. Customer, You, Your** mean the individual shown on the Registration Page (the purchaser/lessee of the Covered Vehicle) or the individual to whom this Agreement was last transferred under the transfer provisions of this Agreement.
- H. Dealer** means the automotive dealership described on the Registration Page that sold/leased the Covered Vehicle and sold this Agreement to the Customer.
- I. Permitted Commercial Purpose** means a commercial purpose generally categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, 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 services (e.g. electrician, carpenter and plumber).
- J. Pre-Existing Condition** means any condition, damage, or wear that, within all reasonable probability, existed in or on the Covered Vehicle prior to the Agreement Purchase Date.
- K. Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both registered/titled in a company's name and may be used by multiple drivers.
- L. Registration Page** means the first page of this Agreement.

**M. Road Hazard** means a hazard that is encountered while driving on a publicly or privately maintained roadway, including, but not limited to, nails, glass, potholes, curbs, rocks, wood debris, metal parts, plastic, or composite scraps. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are deemed not to be a Road Hazard. Damage or accidents caused by these conditions should be reported to Your automobile insurance company.

**N. Structural Damage** is defined as and is limited to the following conditions: (i) the inner liner of the tire is punctured by a Road Hazard and will not hold air; (ii) damage to the inner liner of the tire caused by a Road Hazard that results in a bubble in the sidewall or tread of the tire; and/or (iii) damage to the exterior of the tire caused by a Road Hazard that results in the exposure or severing of the tire's cords or belts.

## 3. GENERAL TERMS AND CONDITIONS

- A. Time of Purchase or Lease:** This Agreement may be purchased at the time of purchase or lease of the Covered Vehicle or at the time of purchase of the Covered Tire.
- B. Agreement Term:** The term of the Agreement begins on the purchase date of the Agreement and expires at the earlier of the end of the term indicated on the Registration Page, which shall not exceed thirty-six (36) months, or the replacement of the tire. Note that a replacement of a tire only causes coverage to expire for that particular tire.
- C. Deductible:** There is no deductible associated with this Agreement.
- D. Payment Terms:** The Agreement Retail Price is due and payable at the time of purchase of the Agreement. Payment may also be incorporated into the Customer's Finance Agreement/Retail Installment Sale Contract/Lease Agreement.
- E. Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

## 4. GMC TIRE PROTECTION

### A. COVERAGE OPTIONS

- If You selected the All Tires Coverage option on the Registration Page, then the coverages listed herein apply to all of the tires on the Covered Vehicle on the Agreement Purchase Date.
- If You selected the Single Tire Coverage option on the Registration Page, then the coverages listed herein only apply to the tire specified on the Registration Page.

### B. STRUCTURAL DAMAGE

In the event a Covered Tire that is attached to the Covered Vehicle suffers Structural Damage due to a covered Road Hazard, this Agreement will reimburse the Customer for the approved costs associated with the repair of or one (1) replacement of the Covered Tire under the Single Tire Coverage option or up to four (4) total replacements of Covered Tires under the All Tires Coverage option, subject to the following terms and conditions:

- If a tire suffers Structural Damage and can be repaired, Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, and taxes.
- If a tire suffers Structural Damage and cannot be repaired, Administrator will reimburse You for one (1) approved replacement tire under the Single Tire Coverage option or up to (4) approved replacement tires under the All Tires Coverage option of like kind and quality, and which meets the manufacturer's specifications, including diameter measurement, at the average regional retail market rate and (2) the approved costs associated with the replacement including mounting, balancing, valve stems, environmental fees and taxes. **Replacement parts utilized in covered repairs will be OEM new or remanufactured parts, unless unavailable; in which case we may use parts of like kind and quality.**
- We will cover the replacement of tire pressure monitors if they are damaged by a Road Hazard. **This Agreement does not cover the replacement of air pressure monitors that are damaged while removing the tire from the Covered Vehicle.**

# GMC Tire Protection Terms & Conditions

6. We will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to one hundred (\$100) dollars.
7. Aftermarket tires that are the same diameter as the damaged tire will be covered for the Agreement Term. Any replacement or aftermarket tires failing to meet the Covered Vehicle's manufacturer's specifications are excluded from coverage.

## C. LIMITATIONS OF COVERAGES

1. **Tread Depth Requirement:** Covered Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
2. **Owner Responsibilities:** Maintain air pressure at Covered Vehicle's/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Failure to replace a tire with any of these conditions may void Your claim benefit.
3. **Effect of Replacing a Tire Under This Agreement:**

This Agreement provides for unlimited repairs to a Covered Tire and/or a maximum of:

- a. **One (1) replacement per Covered Tire under the Single Tire Coverage option.** Under the Single Tire Coverage option, each DOT number shall be treated separately under this Agreement. A replacement of one tire shall not affect the continued coverage of another tire listed on the front of this Agreement with a separate DOT number. However, once a Covered Tire is replaced, no additional repairs to the replaced tire are covered by this Agreement. or
  - b. **Four (4) total replacements under the All Tires Coverage option.** Under the All Tires Coverage option, You are entitled to up to four (4) replacement tires regardless of the DOT numbers.
4. **Companion Tire Limitation:** Although the manufacturer of the Covered Vehicle may recommend that if a certain tire is replaced, then the tire on the opposite side of the same axle should also be replaced (this tire is referred to as the "Companion Tire"), there is no coverage provided under this Agreement for the repair and/or replacement of a Companion Tire, unless it is Structurally Damaged due to a covered Road Hazard.

## D. NON-COVERED EXPENSES AND EXCLUSIONS

More than one (1) replacement of a Covered Tire under the Single Tire Coverage option or four (4) total replacements of Covered Tires under the All Tires Coverage option. Any repairs to a tire after that tire has been replaced under this Agreement. Structural Damage not caused by a Road Hazard. Damage to wheels/rims. Cosmetic damage to a Covered Tire that does not affect the performance of the tire. Repair or replacement of a Companion Tire, unless it is Structurally Damaged. Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Rental/replacement vehicle charges. Vehicle storage charges. Service on vehicles in unsafe condition for service or towing. Service or towing on roads not regularly maintained. Tire accessories. Garage and/or shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Covered Vehicle. Shipping associated with the damaged tire or replacement tire. Damage caused by theft or driving with low or no tire pressure. Non-emergency repairs made without prior authorization. Any towing cost exceeding one hundred (\$100) dollars and/or not related to the repair/replacement of a tire damaged due to a covered Road Hazard. Tires with less than 3/32" tread depth at the lowest point on the tire. Damage due to sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot or vandalism. After-market tires which do not meet the manufacturer's specifications and guidelines. Damage exacerbated by continued use of a damaged tire after initial occurrence of damage. Consequential and incidental damages. Recapped tires and racing tires. Damage caused by off-roading or

occurring on unmaintained roads, beaches and open fields. Damage caused by racing on-road or off-road. Failures resulting from normal wear and tear. Damage occurring outside the United States, its territories, or Canada. Damage resulting from the Covered Vehicle's involvement in an accident or collision. Consequential damages. Damage caused by Acts of God, floods or fires. Damage caused by acts associated with terrorism. Damages caused by or occurring on roads not regularly maintained. Damage caused by off-roading or occurring on unmaintained roads, beaches and open fields. Damage due to the operation, use or maintenance of the Covered Vehicle during competition, racing, track use or other events. Damage to vehicles used for a Prohibited Commercial Purpose. Any damage covered by (1) Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number or claims not filed within thirty (30) days of the date the damage occurs.

**This Agreement does not cover Pre-Existing Conditions.**

## E. CLAIM PROCEDURES

If a tire is damaged by a Road Hazard during the term of this Agreement, You must bring the Covered Vehicle to Dealer for inspection and service. Dealer will inspect the Covered Vehicle and provide the required information to Administrator. If Administrator determines the damage is covered by the Agreement, then Dealer will perform the repair/replacement in accordance with the section of this Agreement entitled, "GMC Tire Protection." If You are unable to return to Dealer, You must call Administrator at 1-833-959-0103 for a claim tracking number PRIOR to initiating a covered replacement. Administrator's business hours are Monday through Friday, 7:00 am – 8:00 pm EST and Saturday, 8:00 am – 5:00 pm EST. In the event the Administrator's office is closed and emergency repairs are necessary, You may initiate emergency repairs without securing Administrator's prior authorization. Repairs performed during non-business hours MUST be reported the following business day. You must submit written information and documentation concerning the repairs and/or replacements no later than thirty (30) days after the repair. Reimbursement of emergency repairs will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens. The Administrator, at its sole discretion, has the right to inspect or require photographs of any tire prior to reimbursing You for any claim. Administrator has the right to require that the Covered Vehicle be present during inspection. In the event the damaged tire is not available for inspection, there will be no claim payable under this Agreement. For reimbursement of towing expenses or repairs performed by anyone other than Dealer, You must submit a copy of (1) this Agreement, (2) Your claim tracking number, and (3) invoice and receipts indicating repair/replacement and tread depth and/or a receipt for towing from a licensed towing company to Administrator via e-mail at claims@GMCprotection.com or mail at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. Administrator has the right to reasonably request any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's parts.

## 5. TRANSFER PROCEDURE

This Agreement is transferable to a subsequent owner or lessee of the Covered Vehicle when a private party purchases the Covered Vehicle directly from the Customer or assumes the Customer's lease Agreement. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328 within thirty (30) days of the Covered Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Covered Vehicle to or lease assumption by a private party; and (iv) a check for fifty (\$50) dollars made payable to Safe-Guard Products International, LLC.

# GMC Tire Protection Terms & Conditions

This agreement is not transferable to another vehicle or to a dealership via sale or trade-in. A request to transfer the Agreement which complies with all of the requirements listed in this Section 9, Transfer Procedure, will result in the transfer of all coverages purchased under this Agreement.

## 6. CANCELLATION PROCEDURE

- A. You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of fifty (\$50) dollars, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).
- B. Any refund amount owed will be payable to the Customer or the Lender/Lessor, where applicable. A request to cancel this Agreement will result in the cancellation of all coverages purchased under this Agreement. If this Agreement was provided at no cost, the Customer is not entitled to a refund. To cancel this Agreement, please submit Your request in writing using a cancellation form, along with a copy of the Registration Page, to Dealer or Administrator. All cancellation requests must be made in writing, signed by the Customer, and received by the Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. The effective date of such cancellation is the date such written notice is received by Administrator or Dealer. To obtain cancellation forms or to check the status of a cancellation, please contact Administrator or Dealer.
- C. We cannot cancel this Agreement except for material misrepresentation, fraud, non-payment of the Agreement Retail Price, or a substantial breach of Your contractual duties under this Agreement, in which case You will be notified by certified mail prior to the effective date of cancellation. Such notice will include the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).

## 7. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with the Obligor, Administrator, or Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

## 8. SETTLEMENT

Our obligations are fully insured by a Service Contract Reimbursement Insurance Policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If You have not received Your claim benefit or a refund for the cancellation of Your Agreement within sixty (60) days (thirty (30) days in Alaska) after all claim or cancellation requirements have been met, You may make a direct claim against Virginia Surety Company, Inc. at the address or phone number listed above.

## 9. STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

### ALABAMA

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty

(30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of twenty-five (\$25) dollars. A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days of Your written request to cancel the Agreement.

2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will provide You with at least five (5) days' prior written notice.
3. The Arbitration section is amended by the following: The arbitration shall be held in the county where the Customer lives and in the state of Alabama.

### ALASKA

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) seven and a half (7.5%) percent of the unearned Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. A penalty in the amount of ten (10%) percent of the Agreement Retail Price per month will be added to any refund not paid or credited within forty-five (45) days of Your written request to cancel the Agreement.
2. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We cannot cancel the Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for cancellation by certified mail at least five (5) days prior to the effective date of cancellation. If We cancel the Agreement for any other reason than for non-payment of the Agreement Retail Price, during the first thirty (30) days, We will return one hundred (100%) percent of the Agreement Retail Price, if no claim has been paid. If We cancel this Agreement for non-payment or after the first thirty (30) days, or if We paid a claim during the first thirty (30) days, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid. A penalty in the amount of ten (10%) percent of the Agreement Retail Price per month will be applied to any refund for a canceled Agreement that is not paid or credited within forty-five (45) days of the effective date of cancellation of this Agreement.

### ARIZONA

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. The processing fee will not exceed the amount of any refund due to the Customer.
2. The Arbitration Procedure section is amended to add the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.
3. This Agreement will not be cancelled or voided by the Obligor or its representatives for Pre-Existing Conditions.
4. Administrator may only void the Agreement or deny claims for misuse, fraud, or misrepresentation if those acts are committed by You or Your authorized representative.

# GMC Tire Protection Terms & Conditions

## ARKANSAS

1. The Cancellation section is amended to delete any reference to claims paid being deducted from any cancellation refund due.

## CALIFORNIA

1. Safe-Guard Products International LLC's Vehicle Service Contract Provider license # is 0F57888.
2. The Settlement section is deleted and replaced in its entirety by the following: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name, address and telephone number of the insurance company is: Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 via the address or phone number listed above or access the department's Internet Website (www.insurance.ca.gov).
3. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, if no claims have been made against the Agreement. If You cancel this Agreement within sixty (60) days of the Agreement Purchase Date and a claim has been made against the Agreement, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) twenty-five (\$25) dollars, whichever fee is less. The refund amount will be paid within thirty (30) days of Your written request to cancel the Agreement.
4. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We may cancel this Agreement within the first sixty (60) days after the Agreement Purchase Date only upon providing You with a notice of cancellation stating the reason for cancellation postmarked before the sixty-first (61st) day after the Agreement Purchase Date. If We cancel the Agreement within the first sixty (60) days, We will provide a full refund of the Agreement Retail Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide to You a pro-rata refund of the Agreement Retail Price, less any approved claims. We may cancel this Agreement at any time for non-payment of the Agreement Retail Price, material misrepresentation, or fraud by You, by providing You with a notice of cancellation and a full refund of the Agreement Retail Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide a pro-rata refund of the Agreement Retail Price, less any approved claims. If We cancel this Agreement for any reason, We will not charge You a processing fee, any refund due to You will be paid within thirty (30) days of the date of cancellation, the Agreement will cease to be valid five (5) days after the date the notice of cancellation is postmarked, and We will pay any covered claim reported to Us prior to the effective date of cancellation. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to make a claim.
5. The Arbitration Procedure language is deleted and replaced in its entirety by the following: **You and the Administrator, Obligor, Selling Dealer and the Insurance Company listed in the Settlement Section ("Us") agree that all individual claims or disputes arising from or relating to this Agreement will be settled by impartial arbitration. To initiate arbitration, the aggrieved party must notify the aggrieving party in writing of its desire to submit the issue to arbitration. The aggrieved party is responsible for providing the aggrieving party with at least three (3) proposed arbitrators. The aggrieving party has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If the aggrieving party demonstrates that none of the three (3) proposed arbitrators are neutral, the aggrieving party may be asked to proffer additional arbitrators until one (1) is selected.**

The Arbitrator is responsible for setting the ground rules and procedures for the arbitration, as long as it doesn't conflict with the Consumers Legal Remedies Act. **The parties agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise.** If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures outlined in the California Arbitration Act. Such procedures can be found in the California Code of Civil Procedure section 1280. Additionally, 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 for any such error. If there is any conflict of law, California law will control over Federal law. The location of arbitration will be a location in close proximity to the Customer's residence. The Agreement is subject to the California Consumers Legal Remedies Act (Civ. Code section 1750 et seq.). The "consumer rules" apply to the arbitration procedure.

6. If a tire is damaged to the extent, it is obliterated or is no longer recognizable as a tire and the Customer signs a notarized statement to that effect, the inspection requirement will be waived.
7. Administrator may only require the Customer to return to the Dealer or another specific facility for repairs if the cost to tow the Covered Vehicle from (i) the location the damage occurred or (ii) the Customer's residence to the dealership or repair facility is within the reimbursable limit of one hundred (\$100) dollars.

## COLORADO

1. The Settlement section is amended to include the following: Obligations of the Obligor under the Agreement are guaranteed under Policy # 3473 and VSC-CL-1 End. (05/04) CO.

## CONNECTICUT

1. If You are unable to resolve any disputes arising under this Agreement, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department at PO Box 816, Hartford, CT 06142-0816. You are entitled to utilize the Insurance Commissioner's arbitration process to settle any disputes arising under this Agreement.
2. If the term of this Agreement is less than one (1) year, the term will be automatically extended while any covered repairs are being performed and the Covered Vehicle is in the custody of the repair facility.
3. In house service is not provided for under this Agreement.
4. Customer is solely responsible for any costs to transport the Covered Vehicle for service that exceed the one hundred (\$100) dollar towing allowance listed in Paragraph A.4. of the GMC Tire Protection section.
5. The Cancellation Procedure section A is amended to include the following: You may cancel this Agreement if the Covered Vehicle is returned, sold, lost, stolen or destroyed.

## FLORIDA

1. **The Obligor of this Agreement is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328.**
2. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) fifty (\$50) dollars, whichever fee is less.
3. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We may cancel this Agreement if there has been a material misrepresentation or fraud at the time of sale of the Agreement, or for non-payment of the Agreement Retail Price by You, in which case We shall provide You notice of cancellation by certified mail. The refund will be based upon the months remaining relative to the original Agreement and figured on a one hundred (100%) percent pro-rata basis, less any claims paid. The Lender/Lessor will be named on the check if financing has been

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provided for the Agreement's premium. In the event of repossession or total loss, the Lender/Lessor may request cancellation of this Agreement and shall be the sole named payee.

- Customer has ninety (90) days from the date the damage occurs to file a claim.
- The Arbitration Procedure section is deleted and replaced in its entirety by: The Parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator/Obligor, the Dealer, or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the Parties agree otherwise. The Parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise.
- The rate charged for this service agreement is not subject to regulation by the Department of Financial Services — Office of Insurance Regulation.
- The Transfer Procedure section is amended by the following: **Any reference to a fifty (\$50) dollar transfer fee is deleted in its entirety and replaced with a forty (\$40) dollar transfer fee.**

## GEORGIA

- The Arbitration Procedure section is deleted in its entirety.
- The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) fifty (\$50) dollars, whichever fee is less. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
- The Cancellation Procedure section C is deleted and replaced in its entirety by the following: Obligor may only cancel this Agreement for fraud, material misrepresentation, or non-payment of the Agreement Retail Price. If We cancel this Agreement, We will refund one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid within thirty (30) days of the effective date of cancellation. If Obligor cancels, You will be notified by certified mail of the reason for cancellation and the effective date of cancellation, which shall not be less than thirty (30) days from the date of mailing. In the event Obligor is unable to make a refund, You may file a claim directly with the insurer listed in the Settlement section.

## HAWAII

- All references to "Provider" are replaced with "Obligor."
- The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days after the return of the Agreement.
- The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will mail You written notice at least five (5) days prior to the effective date of cancellation.

## IDAHO

- Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.
- The Cancellation section is amended to delete any reference to claims paid being deducted from any cancellation refund due.

## ILLINOIS

- The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less.

## INDIANA

- Your proof of payment to the Selling Dealer, Administrator or Obligor constitutes proof of payment to the insurer listed in the Settlement section of the Agreement.
- The Arbitration Procedure section is deleted and replaced in its entirety by the following: **You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration.** The Administrator is responsible for providing You with at least three (3) proposed arbitrators, each of which must reside within the state of Indiana. **You have the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If You demonstrate that none of the three (3) proposed arbitrators are neutral, You may ask for the Administrator to proffer additional arbitrators until one (1) is selected.** The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures adopted by the American Arbitration Association. Such procedures can be found at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.
- This Agreement is not insurance and is not subject to Indiana insurance law.

## IOWA

- You may contact the Iowa Securities and Regulated Industries Bureau, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315.
- The Cancellation Procedure section A is deleted in its entirety and replaced by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. Safe-Guard Products International, LLC (Obligor) is liable for any cancellation refunds. If You cancel this Agreement, We will mail You a written notice of termination at least fifteen (15) days prior to the date of termination. A ten (10%) percent penalty per month will be added to any refund not paid or credited to You within thirty (30) days of Your return of the Agreement. In the event You are unable to obtain Your cancellation refund from Obligor, You may contact the insurance company listed in the Settlement section directly.
- The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will mail You a written notice of termination at least fifteen (15) days prior to the date of termination.

## LOUISIANA

- This motor vehicle service contract (for purposes of this section, "Agreement") is not insurance. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general.

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2. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Your return of this Agreement to Us.
3. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will mail You written notice of the cancellation at least fifteen (15) days prior to the effective date of the cancellation. The written notice will state the effective date of the cancellation and the reason for the cancellation. Prior written notice will not be required if We cancel this Agreement for non-payment of the Agreement Retail Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use.

### MAINE

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We may only cancel this Agreement for Your failure to pay an amount when due, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service hereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement effective date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If We cancel this Agreement, We will refund the pro-rata portion of the Agreement Retail Price based on the unexpired term of the Agreement, less any claims paid.

### MARYLAND

1. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. This Agreement does not terminate and the Term is extended until the services provided in accordance with the terms and conditions are performed.

### MASSACHUSETTS

1. The Obligor of this Agreement is the Dealer listed on the Registration Page. This Agreement is between the Dealer and the Customer. Dealer has appointed Safe-Guard Products International, LLC ("Safe-Guard") as the authorized administrator of this Agreement. Safe-Guard neither assumes nor has any liability whatsoever for the obligations of this Agreement.

### MINNESOTA

1. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after the return of the Agreement to the Obligor.
2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days before the effective date of the cancellation. Only five (5) days' prior written notice is required if the reason for cancellation is non-payment of the Agreement Retail Price, a material misrepresentation by You to Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use. The written notice must state the effective date of the cancellation and the reason for the cancellation.

### MISSISSIPPI

1. The Arbitration Procedure section is deleted in its entirety.
2. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
3. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We cannot cancel this Agreement except for material misrepresentation, a substantial breach of Your contractual duties under this Agreement, or non-payment of the Agreement Retail Price, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least thirty (30) days prior to the effective date of cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.

### MISSOURI

1. The Cancellation Procedure section A is amended to include the following: If You cancel this Agreement, We will mail You a written notice of the cancellation within forty-five (45) days of the effective date of termination. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to Us.
2. Non-original manufacturer parts will be used if original manufacturer's parts are unavailable at the time of the claim.

### MONTANA

1. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will provide You with at least five (5) days' prior written notice.

### NEBRASKA

1. The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses.
2. The Arbitration Procedure section is deleted in its entirety.

### NEVADA

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, if no claims were paid. If You cancel this Agreement after the first thirty (30) days, or if a claim was paid during the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less a cancellation fee in the amount of twenty-five (\$25) dollars. A ten (10%) percent penalty per thirty (30) day period will be added to any refund not paid or credited within forty-five (45) days after the return of the Agreement. Under no circumstances will any claims paid or approved be deducted from a cancellation refund.
2. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: After seventy (70) days from the Agreement Purchase Date, We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation; Our cancellation of this Agreement may not become effective until at least fifteen (15)

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days after the notice of cancellation is mailed to You. If We cancel this Agreement, no processing fee will be charged and You will be issued a pro-rata refund based upon the time expired from the Agreement Purchase Date. Under no circumstances will any claims paid or approved be deducted from a cancellation refund. In the event of cancellation by Us, any refund amount owed will be paid or credited within thirty (30) days of the effective date of cancellation.

3. This Agreement is not renewable and expires in accordance with the selected Term.
4. The Claim Procedure section is amended by the following: Administrator reserves the right to void the Agreement, deny claims or require Customer to return to the Dealer or another specific facility for repairs or replacements authorized under this Agreement, at any time due to fraud or material misrepresentation by the Customer.
5. The Transfer Procedure section is amended by the following: Any reference to a fifty (\$50) dollar transfer fee is deleted in its entirety and replaced with a twenty-five (\$25) dollar transfer fee.
6. If You are not satisfied with the manner in which Your claim is being handled under this Agreement, You may contact the Commissioner via the following toll-free number of the Division: 888-872-3234.
7. The following language in Section 8, General Exclusions "Any damage covered by (1) Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway" is deleted and replaced in its entirety by the following: "Any amount covered by (1) Customer's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway; coverage under this Agreement will only be provided for that amount which is in excess of any other applicable coverage."

## NEW HAMPSHIRE

1. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.
2. The Arbitration Procedure section is subject to the state rules governing the arbitration of disputes as set forth in RSA 542.
3. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less a processing fee in the amount of the lesser of ten (10%) percent of the Agreement Retail Price and fifty (\$50) dollars.
4. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We cannot cancel this Agreement except for material misrepresentation, fraud, non-payment of the Agreement Retail Price, or a substantial breach of Your contractual duties under this Agreement, in which case You will be notified by certified mail prior to the effective date of cancellation. Such notice will include the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price.

## NEW JERSEY

1. The Cancellation Procedure section A is amended to include the following language: A penalty in the amount of ten (10%) percent of the Agreement Retail Price per month will be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to Us.
2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement for any reason other than (a) Your failure to pay the Agreement Retail Price, (b) Your or Your representative's material misrepresentation or omission, or (c) Your or Your representative's substantial breach of contractual obligations concerning the Covered Vehicle or its use, You will be provided with at least five (5) days prior written notice of the effective date of cancellation and the reason for cancellation.

## NEW MEXICO

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one

hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. A ten (10%) percent penalty of the Agreement Retail Price per thirty (30) day period or portion thereof will be added to any refund not paid or credited within sixty (60) days after the return of the Agreement.

2. The Cancellation Procedure section C is deleted and replaced in its entirety by the following: After seventy (70) days from the Agreement Purchase Date, Obligor may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service hereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.
3. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.
4. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

## NEW YORK

1. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within thirty (30) days of the cancellation request or return of the properly cancelled Agreement.
2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will provide You with written notice at least fifteen (15) days prior to cancellation and state the effective date and reason for cancellation.

## NORTH CAROLINA

1. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) fifty (\$50) dollars, whichever fee is less.
2. The Cancellation Procedure section C is amended by the following: We may only cancel this Agreement for non-payment of the Agreement Retail Price or for a direct violation of the Agreement by the Customer, where the Agreement states that violation would subject the Agreement to cancellation.

## OHIO

1. This Agreement is not insurance and is not subject to the insurance laws of this state.

## OKLAHOMA

1. The Obligor of this Agreement is Safe-Guard Warranty Corporation, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, Service Warranty Association License Number 506336130.
2. This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.
3. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase

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Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) fifty (\$50) dollars, whichever fee is less.

4. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.
5. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

### OREGON

1. The Arbitration Procedure section is replaced in its entirety by: The Parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator/Obligor, Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, the Arbitrator will be appointed in accordance with O.R.S. § 36.645. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the Parties agree otherwise. The parties will share the cost of arbitration equally, unless the Arbitrator directs otherwise. Arbitrations will take place under the laws of the state of Oregon and will be held in the Customer's county or any other county in Oregon agreed upon by both Parties.

### SOUTH CAROLINA

1. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days after the return of the Agreement.
2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will mail a written notice to You at least fifteen (15) days prior to the effective date of cancellation and state the effective date of cancellation and the reason for cancellation.
3. In the event of a dispute with the Obligor of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or 800-768-3467.

### TEXAS

1. The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty of the amount outstanding per month will be added to any refund not paid or credited within forty-five (45) days after Your return of the Agreement.
2. The Cancellation Procedure section C is amended to include the following: If We cancel this Agreement, We will provide written notice at least five (5) days prior to cancellation and state the effective date of cancellation and the reason for cancellation.
3. The Settlement section is deleted and replaced in its entirety by the following: Obligations of the Obligor under this Agreement are insured under a contractual liability insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit is not provided by the Administrator/Obligor within sixty (60) days after all claim requirements have been met or a refund is not paid before the forty-sixth (46th) day after the date on which the Customer notified the Administrator of the Customer's intent to cancel, the Customer may apply for reimbursement directly to Virginia Surety Company, Inc.
4. Unresolved complaints concerning the Obligor of this Agreement or questions concerning the registration of Safe-Guard Products International, LLC may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

### UTAH

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

2. The Claim Procedures section in Section 4, GMC Tire Protection is amended to include the following: "Your failure to contact the Administrator within the specified time frame will not invalidate Your claim if You can demonstrate it was not reasonably possible to give notice or file Your claim within the prescribed time frame and Your notice was given as soon as reasonably possible." If emergency repairs are performed outside of normal business hours You must provide the Administrator with a completed Emergency Repair Claim Form (available by contacting the Administrator), a copy of the Invoice/Repair Order from the service center indicating the repairs/services performed and the cost for such, and proof of Your payment to the service center for which You are seeking reimbursement."
3. The Arbitration Procedure section is amended to include the following: Any matter in dispute between You and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available upon request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Obligor. The Arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Agreement in a small claims court having proper jurisdiction.
4. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a fifty (\$50) dollar processing fee.
5. The Cancellation Procedure section C is amended to include the following: We may only cancel the Agreement due to Customer's misrepresentation, non-payment of the Agreement Retail Price, or a substantial breach of the Customer's contractual obligation as set forth in the Agreement. If We cancel within sixty (60) days of the Agreement Purchase Date, We will provide Customer with ten (10) days' prior written notice. If We cancel after sixty (60) days from the Agreement Purchase Date, We will provide Customer with thirty (30) days' prior written notice.
6. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 800-439-3805.
7. The Claim Procedures sections are amended by the following: An emergency repair is a repair performed outside normal business hours.

### VERMONT

1. Residents of Vermont are not required to abide by the Arbitration Procedure section.

### VIRGINIA

1. If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

### WASHINGTON

1. The Obligor of this Agreement is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604.
2. The Arbitration Procedure section is amended to include the following: Arbitration proceedings will be held at a location in closest proximity to the Customer's permanent residence.
3. The Cancellation Procedure section A is deleted and replaced in its entirety by the following: If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, if no claim has been paid. If You cancel this Agreement after the first thirty (30) days, or if a claim was paid during the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less a twenty-five (\$25) dollar processing fee. A ten (10%) percent penalty per month will be added

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to any refund that is not paid or credited within thirty (30) days of Your return of the Agreement.

- The Cancellation Procedure section C is amended to include the following: This Agreement is non-cancelable by Us except for fraud, material misrepresentation, or failure to pay the Agreement Retail Price. After sixty (60) days, We cannot cancel the Agreement for any reason. If We cancel this Agreement, We will provide twenty-one (21) days prior written notice. The notice will state the effective date of cancellation and the reason for cancellation.
- The Settlement section is replaced in its entirety by the following: Obligations of the Obligor under this Agreement are guaranteed under contractual liability insurance policy # 2622-WA issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. You are entitled to make a direct claim to Virginia Surety Company, Inc. To do so please call for instructions via the address or phone number listed above.

### WASHINGTON D.C.

- The Cancellation Procedure section A is deleted in its entirety and replaced with the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date less claims any paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. A ten (10%) percent penalty per month will added to any refund that is not paid or credited within forty-five (45) days after Your return of this Agreement to Us.
- The Cancellation Procedure section C is deleted and replaced in its entirety by the following: If We cancel this Agreement, We will mail You written of the notice of the cancellation at least five (5) days before the effective date of cancellation. The written notice will state the effective date of the cancellation and the reason for cancellation. Prior written notice will not be required if the reason for the cancellation is non-payment of the Agreement Retail Price, a material misrepresentation by the Customer to Us, or a substantial breach of duties by the Customer relating to the Covered Vehicle or its use. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.

### WISCONSIN

- THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**
- The Arbitration Procedure section is deleted in its entirety.
- You must submit Your notice of loss to Administrator as soon as reasonably possible and within one (1) year after the date of loss. Your failure to submit the notice of loss to Administrator within this time frame or to obtain pre-authorization does not invalidate or reduce Your benefit unless Administrator is prejudiced by Your failure to file timely notification.
- The Cancellation Procedure section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Retail Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Retail Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Retail Price or (ii) fifty (\$50) dollars, whichever fee is less. We will waive the processing fee if the Covered Vehicle is deemed a total loss. A ten (10%) percent penalty of the refund amount outstanding per month will be added to any refund that is not paid or credited within forty-five (45) days after Customer returns the Agreement to Administrator.
- The Cancellation Procedure section C is deleted and replaced in its entirety by the following: We cannot cancel this Agreement except for a material misrepresentation made by You, non-payment of the Agreement Retail Price, or a substantial breach of duties by You relating to the Covered Vehicle or its use, in which case You will be notified of the reason for cancellation and the effective date of cancellation by certified mail at least five (5) days prior to the effective date of cancellation. If We cancel this Agreement, We will

return one hundred (100%) percent of the unearned pro-rata Agreement Retail Price, less any claims paid.

- The Settlement section is deleted and replaced in its entirety by the following: Obligations of the Obligor under this Agreement are guaranteed under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. In the event of Obligor's insolvency or other financial impairment, or if the Agreement benefit is not provided by the Obligor within sixty (60) days after Customer provides proof of loss, Customer may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

### WYOMING

- The Cancellation Procedure section A is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after Customer returns the Agreement to Administrator.
- The Cancellation Procedure section C is amended to include the following: We will mail a written notice to You at Your last known address contained in Our records at least ten (10) days prior to the effective date of cancellation. Prior notice will not be required if the reason for cancellation is non-payment of the Agreement Retail Price, a material misrepresentation by You Us, or a substantial breach of duties by You relating to the Covered Vehicle or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.
- The Arbitration Procedure section is deleted and replaced in its entirety by the following: At the time of any disagreement between the Customer and the Obligor, in a separate written agreement, the parties may voluntarily agree to submit their matters of difference to arbitration and that the results of arbitration are binding on the parties without the right of appeal.