Vehicle Service Agreement

Schedule Page **Agreement #:**

Vehicle Information:				
Year	Make	Vehicle Model	VIN (Vehicle Identification Number 17 Digits)	Mileage at Time of Sale
Vehicle Purchase Date	Vehicle Purchase Price	**AGREEMENT PURCHASE DATE**	Agreement Purchase Price $	

Optional Equipment Mandatory Surcharge – Must be identified at time of purchase for coverage to apply (See Schedule of Coverages section details)

☐ **4x4/AWD/Turbo/Diesel** ☐ **One Ton Vehicle** ☐ **Mobility** ☐ **Canadian/Gray Market** ☐ **Rideshare**

☐ **Commercial Use** ☐ **Deleted Diesels** ☐ **Branded Title**

Purchaser Information:					
Last Name	First Name	Middle Initial	E-Mail Address		
Address	City	State	Zip	Telephone	

Dealer/Seller Information:			
Dealer/Seller Name			Telephone
Address	City	State	Zip Code

Lienholder Information:			
Lienholder Name			Telephone
Address	City	State	Zip Code

Agreement Information:		
Coverage Level *(You may select (✓) only one coverage. See Schedule of Coverages section for details)* ☐ **Bronze** ☐ **Silver** ☐ **Gold** ☐ **Platinum**		**Deductible** ☐ **$0** ☐ **$100** ☐ **$200** ☐ **$100 (*Disappearing*)**
Agreement Term	_____Months _____ Expiration Date	_____ Miles _____ Expiration Mileage
Wrap Vehicle Term	**Vehicle Original In-Service Date if Wrap Term** _____	

Acceptance of Terms, Conditions and Coverage

You should read this **Agreement** carefully. It contains the entire agreement between **You** and **Us**. It takes precedence over any other written or oral statements made to **You** with respect to this **Agreement**. This is a service agreement, not a warranty or insurance contract. REVIEW "STATE DISCLOSURES" FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS **AGREEMENT** IN **YOUR** STATE. Any modification(s), alteration(s), or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. **You** acknowledge **Your** understanding of and agreement to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section in this **Agreement**. Refer to the **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** section for opt-out instructions. THIS **AGREEMENT** CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. **You** acknowledge **Your** understanding of the limited applicability of the Federal Magnuson-Moss Warranty Act as set out in this **Agreement**. This **Agreement** is based on information **You** provided in this **Schedule Page**. **Your** signature below means that **You** have reviewed and understand the **Agreement Terms and Conditions**. **THE PURCHASE OF THIS COVERAGE IS NOT REQUIRED TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTOR VEHICLE.**

_____ _____ _____

Customer Signature Date Dealer Representative – Signature

AUTHORIZATION FROM THE ADMINISTRATOR IS REQUIRED PRIOR TO ANY AND ALL REPAIRS OR REPLACEMENT OF COVERED COMPONENTS. **TO FILE A CLAIM, CALL: TOLL FREE 877-674-6123.**

This is not a Vehicle liability insurance contract. This is not an automobile physical damage insurance contract.

SAMPLE

AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

Administrator/Obligor ("We", "Us", "Our"): Magellan Service Corporation, P.O. Box 92647, Albuquerque, NM 87199 (877) 674-6123.

- In California, the **Administrator/Obligor** is Old Republic Insured Automotive Services, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133, License No.: 0C79822
- In Florida, the **Administrator** is Minnehoma Automobile Association, Inc., P.O. Box 35008, Tulsa, OK 74153-0008, License #60033
- In Florida, the **Obligor** is Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008, License #FL-09135
- In Washington, the Administrator/Obligor is Minnehoma Automobile Association, Inc., 8282 S Memorial Dr., Ste. 202, Tulsa, OK 74133

Agreement: This Vehicle Service Agreement which **You** have purchased to protect **Your Vehicle**. These terms and conditions together with the **Schedule Page**.
Agreement Term: The number of months or miles, whichever occurs first, for which the **Agreement** is in effect, as shown on the **Schedule Page**.
Breakdown: The failure of a covered component when properly maintained and serviced under manufacturer guidelines and used under normal service. A covered component has failed when it can no longer perform the function for which it was designed or when it no longer meets the manufacturer field tolerance required to perform its designed function. This condition must exist solely because of its condition, due to operational or structural failure due to defective materials or workmanship or normal wear and tear, and not because of the action or inaction of any non-covered component.
Commercial Use: The use of the **Vehicle** for anything other than a personal, family or household purpose. A vehicle registered as commercial or to a business shall be deemed **Commercial Use**.
Cost: The reasonable retail market value for parts and labor necessary to repair covered parts. **Replacement of any covered part may be made with new, remanufactured, rebuilt or like, kind and quality at the time of Repairs at the discretion of the Administrator**. Parts and labor will be reimbursed up to manufacturer's suggested retail price. Labor time will be reimbursed using nationally recognized labor time standards.
Covered Part: The OEM parts listed under the SCHEDULE OF COVERAGES that corresponds to the coverage plan **You** selected on the **Schedule Page** of this **Agreement**.
Curb: A stone or concrete edging to a street.
Dealer/Seller: The retail seller of this **Agreement** to **You** for the **Vehicle** described on the **Schedule Page** under Dealer/Seller Information.
Deductible: The amount **You** must pay toward covered repairs per repair visit as indicated on the **Schedule Page** of this **Agreement**. If no amount is selected, then **Your Deductible** is $100. **A Deductible does not apply to emergency roadside assistance and towing, or rental transportation.**

- **Disappearing Deductible:** The deductible is $0 if **You** return **Your Vehicle** to the **Dealer/Seller** in the event of a **Breakdown**. If **You** choose not to return to the **Dealer/Seller**, then **You** must pay the Deductible amount listed on the **Schedule Page**.

Lift Kit: If **Your Vehicle** has a leveling kit or suspension lift kit that was professionally installed, this **Agreement** will extend coverage to the **Covered Parts** per the coverage plan listed on the **Schedule Page** of this **Agreement**. **The combined height increase from a body and suspension lift must not exceed eight inches (8"), and tire size is limited to a maximum diameter of 37 inches (or 4 times the tire size), provided all such modifications remain within OEM specifications and allowances and comply with all applicable local, state, and federal laws and regulations**. **Vehicle alignment and fitment must be within manufacturer tolerances**. **Damage caused by improper alignment or clearance issues is not covered. This Agreement will not provide coverage for the lift or leveling kit components themselves, nor any subsequent damage to otherwise Covered Parts resulting specifically from those modifications as determined solely by the Administrator.**

Pre-Existing Conditions: A condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase.
Repair Facility: A facility licensed to perform mechanical repairs.
Repairs or Services: Refers to those types of services as described in this **Agreement** under SCHEDULE OF COVERAGES.
Road Hazard: Objects and road conditions not normally found in the roadway, such as potholes, rocks, wood debris, metal parts, nails, glass, plastic or composite scraps or any item causing tire or wheel damage other than wear and tear.
Schedule Page: Page 1 of this **Agreement** where information regarding **You**, **Your Vehicle** and coverage options is shown.
Vehicle: The **Vehicle** covered by the terms and conditions of this **Agreement** as listed on the **Schedule Page**.
Warranty – Any warranty of the manufacturer or any other warranty required by a state or given by a **Dealer/Seller** or **Repair Facility**.
Wrap Vehicle Term: The months or mileage that **Your Agreement** is in force as indicated on **Schedule Page**. The term begins on the original manufacturer's in-service date. The term expires after the number of months indicated, or after **Your Vehicle's** odometer registers the total number of miles indicated, whichever comes first.
You, **Your**, **Customer (Agreement Holder)**: The purchaser of this **Agreement** or the person to whom this **Agreement** was properly transferred.

SCHEDULE OF COVERAGES

At **Our** sole discretion, **We** will repair, replace, or have repaired or replaced any **Covered Part** which experiences a **Breakdown** in accordance with the coverage **You** selected on the **Schedule Page**. In case of **Breakdown, You** must follow the CLAIMS PROCEDURES section. At **Our** sole discretion, **We** will reimburse **You** or **Your Repair Facility** for preauthorized expenses incurred, less the **Deductible** for the repair or replacement of a **Covered Part**. At **Our** sole discretion, **We** will pay up to the manufacturer's suggested retail price for a part. **Replacement may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.** At **Our** sole discretion, **We** reserve the right to request **Your Vehicle** be moved to another **Repair Facility**.
For convenience, **Covered Parts** are categorized by associated vehicle systems (or by vehicle type). Only those items listed after each sub-category are covered, subject to the terms and conditions of this **Agreement** in accordance with the coverage and surcharges selected. If a **Covered Part** fails during the term of this **Agreement**, **We** will pay for the repair or replacement of the **Covered Part**, subject to the terms and conditions herein.

BRONZE COVERAGE

If You have purchased Bronze Coverage, as shown on the Schedule Page, the following parts are covered by this Agreement. Parts not listed are not covered.

- **ENGINE** - All internally lubricated parts of the engine including: cylinder heads, intake manifold, pistons, piston rings, wrist pins, connecting rods and bearings, crankshaft and main bearings, camshaft and bearings, timing chain, guides, tensioner and gears, valve covers, rocker arms shafts, rocker arms and bushings, intake and exhaust valves, valve springs, seats and guides, push rods, serpentine belt tensioner, flywheel/flex plates, lifters/followers (**lifters/followers requiring cleaning only are NOT covered**), oil pump, and oil pan. **Engine block is covered only if damage is caused by a covered internal component to the engine.**
- **AUTOMATIC TRANSMISSION/TRANSFER CASE** – All internally lubricated parts contained in the transmission or transfer case housing including: torque converter, bands, pump, pump housing, carrier assembly, planetary gear systems, chain, drums, reaction shaft, governor, valve body, and servo assemblies. **Automatic transmission/transfer case is covered only if damage is caused by a covered internal component to the transmission/transfer case.**

SAMPLE

- **STANDARD TRANSMISSION/TRANSFER CASE** - All internally lubricated parts contained in the transmission or transfer case including: all shafts (main, input and counter), all internal gears, chain, hub assemblies, shift forks, shift rails, synchronizer assemblies and internal transmission bearings. **Standard Transmission/transfer case is covered only if damage is caused by a covered internal component to the transmission/transfer case. Not covered: Standard transmission clutch assemblies, linkages, and hydraulic clutch units.**
- **DIFFERENTIAL** - All internally lubricated parts contained in the front or rear differential housing including pinion bearings, wheel bearings, side carrier bearings, ring and pinion, side gears and case, drive shaft, universal joints, constant velocity joints and 4x4 hubs, front axle joints on (FWD) front wheel drive vehicles. **Front or rear differential housing is covered only if damage is caused by a covered internal component.**
- **ENGINE COOLING SYSTEM** – Radiator cooling fan and motor, fan clutch, water pump and thermostat.

SILVER COVERAGE

If You have purchased Silver Coverage, as shown on the Schedule Page, the parts listed under the Bronze Coverage above and the following are covered by this Agreement. Parts not listed are not covered.

- **ENGINE / TRANSMISSION / DRIVE-AXLE** – Timing belt, rotor housing, vacuum modulator, center support bearing.
- **ENGINE COOLING SYSTEM** – Radiator core, coolant recovery / overflow tank.
- **STEERING** – Power steering pump/motor, gear box, rack and pinion assembly and high-pressure lines. Steering box, rack and pump housing is covered only if damage is caused by a lubricated part internal to that component.
- **SUSPENSION** - Front or rear, leaf springs, coil springs, or springs which are broken, Ball joints.
- **BRAKES** - All brake components, including all components of the anti-lock brake system; wheel cylinders, front or rear calipers, and wheel speed sensors (**sensors damaged by bad wheel bearings are not covered**), master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, power brake booster, caliper mounting pins, and ABS accumulator. **Not covered: Brake linings, pads, rotors, and drums.**
- **AIR CONDITIONING** – Compressor and clutch, evaporator, accumulator, receiver - dryer, and condenser. **Refrigerant is only covered with a covered repair.**

GOLD COVERAGE

If You have purchased Gold Coverage, as shown on the Schedule Page, the parts listed under the Bronze, Silver Coverages above and the following are covered by this Agreement. Parts not listed are not covered.

- **FUEL SYSTEMS** – Throttle body, actuator, cable, linkage, fuel lines, fuel level sending unit.
- **STEERING** – Steering linkage, idler arm, pitman arm, center link, steering damper.
- **SUSPENSION** – Upper and lower control arms (front and rear), control arm shafts, bushings, linkage, torsion bars, steering knuckles, spindles, stabilizer shaft linkage.
- **AIR CONDITIONING** – Expansion valve, pressure cycling switch, orifice tube, blower motor and resistor, heat control valve, heater core, vent mode door actuator and motor.
- **ELECTRICAL**- Alternator, voltage regulator, starter motor, power window motors, power seat motors, front windshield wiper motor and rear wiper motor. **Not covered: Headlamp wiper motors.**
- **ON-BOARD MODULES/SENSORS/RELAYS/SYSTEMS -** All **Vehicle** control modules, sensors and relays including; engine control module/ systems and all related sensors/relays, all transmission and transfer case control modules and related sensors/relays, all ABS/traction control modules, sensors/relays, all air conditioning control modules and related sensors/relays, all steering modules and related sensors/relays, all cruise control modules and all related sensors/relays, electronic controlled suspension modules and all related sensors/relays, all **Vehicle** avoidance modules and all related sensors/relays. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMMING, OR UPDATES.**
- **ENTERTAINMENT/NAVIGATION -** GPS/Navigation system, night vision system, and video components to include TV, DVD, DVR, Bluetooth and video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMMING, OR UPDATES.**
- **HYBRID/EV-** On-board computer system including all relays, sensors, ECU & ECM (electric control units/electric control modules) driver information displays, controller/electronic throttle control system, AC charger, battery cooling system including blower motor controller, blower assembly and ducts, cooling system including pumps and radiators, coolant storage bottle, coolant valve, hybrid condenser, seals and gaskets for all above listed components. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMMING, OR UPDATES.**

PLATINUM COVERAGE

If You selected Platinum Coverage and selected and paid for all applicable Optional Coverages/Surcharges for Your Vehicle, this Agreement will cover necessary repairs to ALL the mechanical and electrical parts of Your Vehicle and the following, except those items listed under EXCLUSIONS — WHAT IS NOT COVERED.

- **SEALS AND GASKETS:** Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants, and fluids are covered up to 125,000 Miles. **After 125,000 miles, seals and gaskets will be covered only if required in conjunction with a covered repair and not as a cause of failure. Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours). (Note: Vacuum leaks are not covered).**
- **CONSEQUENTIAL DAMAGE (except as expressly provided otherwise in this Agreement): For any damage to a covered components caused by non-covered component.**
- **WRAP VEHICLE TERM / MANUFACTURER CERTIFIED VEHICLE WRAP TERM (PLATINUM COVERAGE ONLY): As defined in the DEFINITIONS section. The Manufacturer Certified Vehicle Wrap Term requires a copy of the manufacturer's certification.**

OPTIONAL COVERAGES

The following Optional Coverages/Surcharges are available only when selected on the Schedule Page and a surcharge has been paid:

- **DIESEL/TURBO DIESEL**: Coverage for **Breakdown** of fuel pump (electric or mechanical), pressure regulator, metering valve and fuel injector.
- **TURBO/SUPERCHARGER**: All internally lubricated parts; housing; waste gate; vanes; shafts & bearings.
- **FOUR (4) WHEEL AND ALL WHEEL DRIVE**: All internally lubricated parts; transfer case; bearings; bushings; chains; gears; sleeves; sprockets.
- **MOBILITY**: Door Opening and Closing Systems: Motor/clutch assembly; Side Door Lower Track liner; Door Cables; Rear Hinge; Door Latch; Solenoid; Door Lock Contacts; Electric Clutch Assembly; Optic Sensor; Pulleys; Seat Base Pretension Switch; Door Operator Control Arm. Electrical System: Power Wheelchair Tie Down; Power Seat Base; Limit Switches; Control Module; Delay Switch Relays; Circuit Breakers; Wiring Harness; Remote Transmitter/Receiver (**excluding Batteries**). Fuel System: Filler Neck Hose; Fuel Filler Neck. Kneel System: Dust boot for Chain; Actuator; Torsion Spring; Actuator Chain; Limit Switches. Ramp Systems: Optic Sensor; Ramp Motor; Timing Belt Mag Switch; Drive Screws; Ramp Release Cable Assembly; Limit Switch; Releasing 1/2 Nut Assembly; Gate Latch Release Assembly; Large 1/2 Gear; Motor/Clutch Assembly; Ramp Bearing; Ramp Cable Assembly; Lift Arm; Ramp Hinge. Lift System: Limit Switches; Hydraulic Pump; Hydraulic Pressure Hoses and Seals; Motor and Clutch Assembly; Solenoid. Additional

SAMPLE

Suspension Coverage: Panhard Bar; Track Bar; Suspension Bumpers; Leaf Springs; Leaf Spring Shackles & Hardware; Load Assist Shocks; Load Assist Springs; Coil Springs. (**Components must be installed by a licensed Mobility Van Converter.**)

- **CANADIAN VEHICLES/GRAY MARKET**: Foreign-specification vehicles which have been recertified to U.S. certification and specification displaying a label affixed by the U.S. company that altered the vehicle indicating that the vehicle has been, imported, altered, or modified to comply with U.S. standards and the odometer has been changed from kilometers to miles. Canadian vehicles which are within the existing Canadian manufacturer's powertrain warranty, based on time and miles, will be subject to surcharge IF the Canadian manufacturer's full factory or powertrain warranty is invalid in the United States at the time of purchase.
- **ONE-TON VEHICLE**: Coverage under this **Agreement** is extended for any vehicle rated 1-ton.
- **RIDESHARE**: Coverage under this **Agreement** is for Vehicles used for Rideshare (e.g., Uber/Lyft).
- **COMMERCIAL USE:** Coverage under this **Agreement** is extended to **Vehicles** not limited to hauling; construction work; principal off-road use; rental; snowplowing; company pool use; business travel when the **Vehicle** is used by more than one (1) driver; single driver sales/services (e.g., real estate, cleaning services, home health/aide care services and gardening); light duty contracting (e.g., electrician, carpenter, plumber or other similar Commercial Use); if the **Vehicle** is equipped with a dump bed, hoisting or lifting equipment; if the **Vehicle** is used as a food courier service offered by a restaurant, store or independent food delivery company; a business name is displayed on the **Vehicle**; and/or primary insurance for the **Vehicle** is a business auto policy or commercial vehicle policy. **Taxi, limousine, shuttle services, road service operations, government/military use, law enforcement, fire, ambulance or other emergency services remain excluded even with selection and payment of the Commercial Use Surcharge. The Administrator reserves the right to request additional, reasonable documentation.**
- **Deleted Diesels** - Coverage under this **Agreement** is extended if the **Vehicle** was inspected and accepted by the **Administrator** or its authorized representative prior to Agreement Purchase Date. The purchaser discloses the deleted emissions status at the time of sale and the delete/tune was performed using commercially available parts and professional installation. The **Vehicle** passes any required mechanical inspection focusing on the engine, turbocharger, fuel system, transmission, and cooling system. For eligible Deleted Diesel Vehicles, this **Agreement** covers **Breakdowns** of covered components not directly resulting from the emissions deletion/modification, **subject in all cases to Exclusions 30-34**. **Engine internal components (pistons, rods, crankshaft, bearings, camshaft, etc.), provided failure is not caused by excessive EGTs, improper tuning, or lack of emissions-related cooling/exhaust backpressure, Turbocharger (subject to inspection).** Fuel system (injectors, high-pressure pump), Transmission and drivetrain and Cooling system. **You must maintain detailed records of the deleted installation and any supporting modifications (intercooler, exhaust, gauges, etc.). Coverage may be denied if the deletion/tune is determined to be the primary or contributing cause of the failure.**
- **Branded Title** - Coverage of **Your Vehicle** will be provided even though **Your Vehicle** has a branded title for salvage, rebuilt, hail or lemon. **TMU or flood, fire, saltwater damage titles are specifically excluded from coverage**.

ADDITIONAL COVERAGES UNDER THIS AGREEMENT

The following benefits are provided to **You** with any Coverage Plan under this **Agreement**.

Rental Transportation – In the event of a **Breakdown** of a **Covered Part**, **You** will be reimbursed for expenses incurred for substitute transportation up to fifty dollars ($50.00) per day, for up to ten (10) days, not to exceed $500.00 per occurrence. To qualify for the first day of substitute transportation reimbursement, the **Vehicle** must be held overnight at the **Repair Facility**, and the covered repairs exceed four (4) labor hours as defined by a nationally recognized labor guide. Substitute transportation must be provided by a nationally recognized rental, Rideshare, or taxi company.

Trip Interruption - In the event a **Breakdown** covered by this **Agreement** occurs more than 150 miles from **Your** home and results in a **Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel/hotel and restaurant expenses, up to seventy-five dollars ($75.00) per day for a maximum of four (4) days while **Your Vehicle** is disabled and undergoing repairs. The total benefit during the entire term of this **Agreement** is three hundred dollars ($300.00). **This benefit requires prior approval from the Administrator. No Deductible will apply to this benefit.**

EMERGENCY ROADSIDE ASSISTANCE AND TOWING
For Roadside assistance, please call: (877) 919-0901.

- **Tire Changes:** Service provider will come to vehicle location and replace flat tire with inflated spare. **Repair or replacement cost of tire is responsibility of Customer.**
- **Emergency Fluid delivery:** Service provider will come to vehicle location to deliver normal types of emergency fluids needed to get the **Vehicle** to the nearest service facility, i.e., gas, oil, water, etc. **Cost of fluids will be responsibility of Customer.**
- **Dead battery jump-starts:** Service provider will come to vehicle location to jump-start a dead battery.
- **Lockout services:** Service provider will come to vehicle location to unlock the doors of the vehicle or aid if the key is lost or broken. **Cost of key replacement(s) will be Customer's responsibility.**
- **Towing:** When towing is necessary due to a **Breakdown**, **Your Vehicle** will be towed up to fifty (50) miles to original **Dealer/Seller** or the closest licensed **Repair Facility.**

All Emergency Roadside Assistance and Towing Service events have a cost limit per event of two hundred fifty dollars ($250.00). Should the Customer request a service that exceeds that limit, the Customer will be responsible for any excess cost for same at the time of requesting the service.

Roadside Assistance Exclusions: The following are not covered under the Emergency Roadside Assistance: (1) Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; (2) Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site; (3) Trucks over one and a half ton capacity; (4) Service for any vehicles in tow; (5) All fines; (6) Damage or disablement due to fire, flood or vandalism; (7) Towing from a service station, garage or repair shop. Service or repair work performed at a service station, garage, or repair shop; (8) Service on a Vehicle that is not in a safe condition to be towed; (9) Non-emergency towing or other non-emergency service; (10) Impound towing or towing by other than an authorized service provider; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; (11) Vehicle storage charges; (12) Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a felony; (13) Repeated service calls for a Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted; (14) Service secured through any other source other than this program.

SAMPLE

CLAIM PROCEDURES

Filing a Claim –
You are responsible for all expenses and repair costs if it is determined that the failure reported is not covered under this Agreement. If Your Vehicle incurs failure, it is Your responsibility to ensure that You and the Repair Facility follow the procedures listed below.
If Your Vehicle incurs a failure, You must take the following steps to file a claim:

1. **Contact the Administrator's claim center before any repair or replacement has begun by calling [877-674-6123]. The claim center will initiate a claim and issue You a claim number.**
2. **Take Your Vehicle to any licensed Repair Facility and provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number and/or Your claim number.**
3. **Repair Authorization – Prior to any repair or replacement being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted [Monday through Friday, 7:00 a.m. to 6:00 p.m. MST] at [877-674-6123]. No repairs are to be made on Your Vehicle until Your claim has been authorized by the Administrator. Any claim for repairs without prior authorization will not be covered.**
   If You require services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any diagnostic time needed to determine whether You have a covered failure. If You reasonably determine that You have a covered Breakdown and You choose to have Your Vehicle repaired outside of regular business hours, You are responsible for paying for the Repairs. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a covered failure. If the Administrator determines that there was a covered failure under this Agreement, then We will pay You in accordance with the terms and conditions of this Agreement.
4. **Authorize the Repair Facility to perform necessary diagnostic work so that the Repair Facility can provide accurate diagnosis and estimate of repairs. Costs for any diagnostic work is Your responsibility unless specified otherwise in the coverage sections of this Agreement.**
5. **Allow the Administrator to inspect Your Vehicle prior to any repair or replacement being made.**
6. **After investigating Your Vehicle's failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs performed at a location other than the one You have selected. You will not be responsible for any costs incurred for additional towing charges in instances wherein the Administrator chooses to exercise their right to have repairs done at a location other than the one selected by You.**
7. **Payment of Claims - To obtain payment for a covered repair, You or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be legible and understandable and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor costs, claim number, Vehicle identification number, Vehicle mileage, year, make and model. The claim number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid claim number. The claim number is valid 180 days from the date it is issued. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment.**

AGREEMENT GENERAL PROVISIONS

No alterations, changes or waivers of provisions may be made to this Agreement. The benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

1. This **Agreement** is between the **Purchaser** of the **Agreement** (**You**) and the **Administrator/Obligor** and applies only to the **Vehicle** identified in the **Schedule Page** under the Vehicle Information section. In no event shall the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement**.
2. **Agreement Period** – Unless specified herein, the **Agreement** Term begins on the **Agreement** Purchase Date (effective date) and expires on the passing of the number of months or miles selected, whichever occurs first. For the Wrap Coverage Plan, the term begins on the original in-service date and zero miles and expires after the number of months and miles indicated or once the manufacturer's original powertrain warranty has elapsed.
3. **If You have Other Coverage:** If **You** have any other coverage, **We** will pay only the amount more than that coverage, subject to the limits of this **Agreement**.
4. **Limit of Liability – IN NO EVENT WILL THE TOTAL OF ALL CLAIMS PAID OVER THE LIFE OF THIS AGREEMENT EXCEED THE LESSER OF (I) THE J.D. POWER/NADA RETAIL VALUE OF THE VEHICLE AT TIME OF SALE; OR (II) THE VEHICLE PURCHASE PRICE SHOWN ON THE SCHEDULE PAGE. NO SINGLE REPAIR VISIT SHALL EXCEED THE VEHICLE'S ACTUAL CASH VALUE (ACV) IMMEDIATELY BEFORE THE BREAKDOWN.**
5. **Odometer** – **You**r odometer must always function and display. **A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered, or misrepresents the actual mileage voids the Agreement and any applicable refund will be paid according to the CANCELLATION section.**
6. **You are responsible for properly maintaining the Vehicle in accordance with the manufacturer's specifications and to protect against further damage from continued operation**.
7. Coverage is limited to the repair or replacement of stated components.
8. Failure of a covered component must occur while the **Agreement** is in force.
9. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**.
10. **Administrator** does not allow any third party to create any obligation or liability in connection with this **Agreement**.
11. The **Dealer/Seller** is not an agent of the **Administrator.**
12. **Subrogation:** If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for **Costs, Repairs or Services** under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or to enforce **Our** rights.
13. **You** are covered during the **Agreement Term. This Agreement applies only to repairs occurring within the United States of America and Canada.**

SAMPLE

EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

This Agreement excludes the following parts and services:

1. **Non-Mechanical or non-Electrical failures not specifically specified above in coverages.**
2. **Waste disposal charges, environmental fees, storage or freight charges, shop supplies, core charges.**
3. **Pre-Existing Condition(s). Any Vehicle, at the time of claim, which is determined to have a Breakdown that is due to a condition which indicates the Vehicle was not in good working order at the time this Agreement was purchased on the Vehicle.**
4. **Components not listed under Your selected coverage plan.**
5. **Repair Facility labor costs exceeding the Alldata, Mitchell or posted labor rates.**
6. **Repairs performed without Administrator's prior authorization (except for emergency repairs – see CLAIMS PROCEDURES).**
7. **Adjustments, repositioning or noise/odor corrections or water leaks.**
8. **For costs covered by any Warranty, manufacturer recall, insurance policy or any other guarantee, regardless of whether they honor such a warranty or guarantee.**
9. **For a Breakdown caused by or involving collision, flood, fire, theft, conditions of the environment, regardless of the cause.**
10. **Damage that results from someone altering or modifying the Vehicle from the original manufacturer's specification regardless of when and where the modifications were made.**
11. **Repairs caused by the misuse of the Vehicle, tampering with the Vehicle, improper adjustments, improper fuels, fluids, lubricants, or grease; improper maintenance, or failing to maintain the Vehicle in accordance with the manufacturer's recommendations.**
12. **Breakdown of a covered component caused by a non-covered component, unless Platinum coverage is selected. Previous or improper repairs and repairs performed due to an improper diagnosis.**
13. **For any Breakdown caused by contamination, overheating, sludge, restricted oil flow, carbon build up, rust, water intrusion and corrosion, lack of qualities or quantities of coolant, lubricants, or fluids.**
14. **Parts and labor needed to maintain Your Vehicle or parts of the Vehicle that require regular maintenance as recommended by the manufacturer's maintenance or replacement intervals, including key fob batteries.**
15. **Fuses, circuit breakers, speakers, standard transmission clutch assemblies, friction clutch disc, pressure plate and oversized/undersized tires.**
16. **Fluid leaks or damage caused by fluid leaks; Breakdown caused by sludge or water ingestion.**
17. **Freon, Filters are not covered. Fluids are not covered unless required in conjunction with repair or replacement of a Covered Part.**
18. **Consequential loss or damage whatsoever, including loss, damage, or injury to person(s) or property resulting from the Breakdown of any parts of Your Vehicle (except where such limitation is prohibited by applicable law), the replacement of which are covered under the terms and conditions of this Agreement.**
19. **Seals and gaskets are not covered by this Agreement unless required in conjunction with a covered repair or unless the Platinum coverage is selected. Failed seals or gaskets will not be replaced when the cause of Breakdown is the result of overheating, lack of lubrication or lack of fluids or lack of maintenance. Minor loss of fluid or seepage is considered Normal Wear and Tear and not a Breakdown. No coverage will be provided.**
20. **Hydraulic suspension, air bladder suspension, F1 clutches, or Turbo/superchargers, unless the appropriate Select Equipment Optional Surcharge has been selected and paid for at the time the Agreement is remitted to Us.**
21. **Performance parts unless specifically covered herein.**
22. **Your Vehicle being used for any type of Commercial Use (unless the Commercial Use surcharge is selected and paid for), snow plowing, competition, or speed events.**
23. **Fraudulent representations to obtain this Agreement or when presenting a request for Repair under this Agreement.**
24. **Any damage that occurs outside the United States of America, or Canada.**
25. **Repairs if Your Vehicle has been declared a total loss, salvaged or junk vehicle (unless the Branded Title surcharge is selected and paid for, in which case coverage applies as described in the Branded Title provision).**
26. **For repairs of water and air leak, rattles, squeaks, and wind noise.**
27. **For repairs made solely to maintain any governmental emission standards.**
28. **Any Breakdown caused by acts of crime or nature including but not limited to falling objects, theft, larceny, explosion, lightning, earthquake, hail, water, flood, freezing temperatures, and vandalism.**
29. **Battery and battery cables/harness, mobile connector, wall connector, any future connectors, and any related charging adapters, interior LED lighting standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems including airbags, glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, speakers, brake rotors, and drums, taillight assemblies, TPMS sensors, keys, hardware, plastic clips, sun visors, belts and hoses, plastic pipes, banjo fittings, seat rails, sunroof rails, metal frames, metal panels, body panels, convertible tops, hardtop assemblies, metal hinges, doorhandles, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers all exhaust and emission components, or bolts and nuts unless required in conjunction with a covered repair.**
30. **Any loss, damage, or Breakdown caused by or resulting from emissions system modification, deletion, tuning, or the use of non-OEM software/ECU programming.**
31. **Failures due to improper delete installation, incompatible tuning, or operation of the Vehicle in a manner inconsistent with the modified configuration (e.g., excessive idling, overloading, or high-performance use without adequate supporting modifications).**
32. **Any required re-installation of emissions equipment for legal compliance, smog testing, or registration purposes.**
33. **Consequential damage from altered exhaust backpressure, EGR function, or DEF/SCR operation.**
34. **Any fines, penalties, or legal costs associated with emissions compliance.**
35. **Any claim for any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted, or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems due to the replacement of an obsolete, superseded, redesigned, or unavailable part.**
36. **Any invoice presented to Us for payment where the repairs performed are not consistent with the failure described or the authorization issued.**
37. **Liability for incidental damage to property or injury or death of any person, except in cases where personal injury or death caused by Administrator/Obligor's negligence.**

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38. **Replacement of any wheels for any reason is excluded. This includes wheels damaged by impact with a Curb/Road Hazard that are deemed non-repairable.**

INELIGIBLE VEHICLES

The following vehicles are ineligible under this Agreement:

1. **Any exotic vehicles: Italian Supercars, British Luxury & Performance, German High-Performance, Hypercars or classic vehicles (American, European or Asian) or any custom or limited production vehicles.**

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT.

CANCELLATION

CANCELLATION BY YOU: You may cancel this Agreement at any time by submitting a written request to the Dealer or Us, including a copy of Your Agreement. If You cancel this Agreement within the first thirty (30) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price, less any claim(s) paid. If You cancel this Agreement after thirty (30) days from the Agreement Purchase Date, You will receive a pro-rated refund of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or miles driven compared to the total Agreement Term, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars ($50.00) or ten percent (10%) of the amount of the pro-rated refund. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. Refunds will be payable to You or the Lienholder, if applicable. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the Agreement. In the event of Your cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

CANCELLATION BY US: We may only cancel this Agreement for non-payment, material misrepresentation, or fraud by You. If We cancel this Agreement within the first thirty (30) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. If We cancel this Agreement after the first thirty (30) days of the Agreement Purchase Date, a pro-rata refund of the total Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claim(s) paid, will be issued. We will not charge a cancellation fee if this Agreement is cancelled by Us.
If We cancel this Agreement, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed to You at least five (5) days prior to the date of cancellation. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the Agreement. In the event of Our cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by Us or sooner if required by state law.

CANCELLATION BY LIENHOLDER: If the Vehicle has been financed, the Lienholder may cancel this Agreement for non-payment, or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the Lienholder and the Lienholder is also entitled to any refund. If the Lienholder cancels this Agreement within the first thirty (30) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price, less any claim(s) paid, will be provided. If the Lienholder cancels this Agreement after thirty (30) days from the Agreement Purchase Date, a pro-rated refund of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or miles driven compared to the total Agreement Term, less any claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars ($50.00) or ten percent (10%) of the amount of the pro-rated refund, will be provided. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the Agreement. In the event of Lienholder cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.

TRANSFER

TRANSFER: If You sell the Vehicle, this Agreement shall terminate. You may apply for a transfer to the new owner. Within thirty (30) days from the date of sale to a private party (non-commercial party) submit the following to Us: (1) a check for a fifty dollar ($50.00) transfer fee; (2) a copy of the Schedule Page of this Agreement; (3) a signed affidavit stating the date of sale, the mileage at sale and the new owner's name, address and telephone number. If You do not request the transfer of the Agreement to the new owner, the Agreement shall terminate. You may request cancellation and any applicable refund will be paid according to the CANCELLATION section. The Agreement may not be assigned separately from the Vehicle, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased Your Vehicle. This Agreement may only be transferred once.
IMPORTANT: This Agreement is not transferable to a dealer or entity in the business of selling, trading, or leasing vehicles in any event.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

ARBITRATION. Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You**, **We**, and the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our Agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include a statutory claim for public injunctive relief brought under any California statute enacted for a public reason, provided that **You** are a California resident or that **You** purchased **Your Agreement** in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any

SAMPLE

unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney's fees) do not exceed $25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.
If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other Agreement, this Arbitration Agreement and Class Action Waiver governs.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). To opt out, **You** must send written notice to: P.O. Box 92647, Albuquerque, NM 87199, Attn: Legal. **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Agreement**; and (c) the **Dealer/Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

INSURANCE STATEMENT

Our obligations under this Agreement are insured under an insurance policy issued by Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133, Phone: 800-331-3780.

In the event the Obligor fails to pay or provide service on an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Old Republic Insurance Company. To do so, please call toll-free 800-331-3780 for instructions.

STATE DISCLOSURES

The following STATE DISCLOSURES apply to this Agreement and supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

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ALABAMA:
Cancellation by You is deleted in its entirety and replaced with the following: You may cancel this Agreement at any time by submitting a written request to the Dealer or Us. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid and less the applicable cancellation fee. A cancellation fee of twenty-five dollars ($25) will be charged for cancellations occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Agreement. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator or Dealer receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Agreement and upon receipt of the Administrator. The Agreement will be governed under the laws of the State of Alabama.

ALASKA:
AGREEMENT GENERAL PROVISIONS is amended as follows:
3. If You have Other Coverage: If **You** have any other coverage, **We** will pay only the amount more than that coverage, subject to the limits of this **Agreement**; is deleted in its entirety.
5. Odometer – Your odometer must always function and display. A non-working odometer, odometer display or cluster containing the odometer, or odometer that has been stopped, altered, or misrepresents the actual mileage cancels the Agreement without cancellation. In the event of material misrepresentation by the Agreement Holder in pursuing a claim will cancel the coverage provided under this Agreement and any applicable refund will be paid according to the CANCELLATION section.
Roadside Assistance Exclusions is amended as follows:
(14) Service secured through any other source other than this program; is deleted in its entirety.
CLAIM PROCEDURES section is amended as follows: No claim will be denied for timeliness unless the late reporting prejudiced the provider.
CANCELLATION is amended as follows: If You cancel this Agreement within thirty (30) days from the Agreement Purchase Date, a ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days. If You cancel this Agreement after thirty (30) days, a ten percent (10%) per month penalty of the unearned provider fee shall be added to any refund owed that is not paid within forty-five (45) days.
If the Agreement Holder cancels after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force compared to the total Agreement Term, less the applicable cancellation fee in the amount of fifty dollars ($50.00) or 7.5% of the unearned provider fee, whichever is less.
We may only cancel this Agreement for the following reasons: (1) nonpayment; (2) conviction of the Agreement Holder of a crime having as one of its necessary elements an act increasing a hazard covered by the Agreement; (3) discovery of fraud or material misrepresentation by Agreement Holder, or Agreement Holder's representative, in obtaining the Agreement or in pursuing a claim; (4) discovery of a grossly negligent act or omission by Agreement Holder that substantially increases the hazards covered by this Agreement; (5) physical changes in the property covered by the Agreement that result in the property becoming ineligible for coverage; or (6) a substantial breach of duties by Agreement Holder related to the Vehicle. If We cancel this Agreement, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. In instances of obligor cancellation, if 45-day period for refund payment is not met, a penalty of ten percent (10%) of the unearned provider fee will be added to the refund for each month the refund remains unpaid.
This Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Agreement), and attorney's fees.
INSURANCE STATEMENT is amended as follows: If We fail to provide a covered service under the Agreement within thirty (30) days after the Agreement Holder notifies Us of the claim, the Agreement Holder is entitled to apply directly to the insurer for payment of Our obligation.
ARBITRATION AGREEMENT - is deleted in its entirety and replaced with: If You and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of Agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal, shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator/Obligor.
This **Agreement** will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

ARIZONA:
EXCEPT WHERE PROHIBITED BY APPLICABLE LAW WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT; is deleted in its entirety.
Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us or seek remedy available thereto with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007.
Cancellation by You is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the Agreement Holder or fifty dollars ($50), whichever is less.
Cancellation by Us is amended as follows: We may cancel this Agreement if Your Vehicle is found to be modified by You in a manner not recommended by the manufacturer after the Agreement Purchase Date. We may cancel this Agreement for non-payment of the Agreement Purchase Price, or for Your misrepresentation in the submission of a claim. This Agreement will not be cancelled for misrepresentation by the company or the Dealer of this Agreement.
EXCLUSIONS-WHAT THIS AGREEMENT DOES NOT COVER is amended as follows:
11., is deleted in its entirety.
12., is deleted in its entirety.

ARKANSAS:
CANCELLATION section is amended as follows: Claims made or paid will not be deducted from cancellation refund amounts.
Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement. Arbitration clause is non-binding and voluntary.
Punitive or Exemplary Damages – those damages imposed to punish a wrongdoer and to deter others from similar conduct.
Subrogation is amended as follows: We would be entitled to recovery only after the Agreement Holder has been fully compensated for the loss sustained.

CALIFORNIA:
Any language indicating the Agreement is void due to preexisting conditions, including prior damage from a crash or flood or preexisting mechanical conditions and vehicles reconstructed from salvage, declared or total loss or lemon, or if the manufacturer's original warranty was voided for any reason, does not apply to Agreements purchased in California.
EXCLUSIONS-WHAT THIS AGREEMENT DOES NOT COVER is amended as follows:
3. is deleted in its entirety.
25. Repairs if Your Vehicle has been declared a total loss, salvaged or junk vehicle; is deleted in its entirety.

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Cancellation by Lienholder is deleted in its entirety.
Cancellation by You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer. If You request a cancellation during the first sixty (60) days, We will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars ($25), whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder.
Cancellation by Us is deleted and replaced with the following: We may cancel this Agreement during the first sixty (60) days of the Agreement Purchase Date for any reason. If We cancel this Agreement within the first sixty (60) days, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page, and that notice will be postmarked prior to the sixty-first (61st) day from the Agreement Purchase Date. After sixty (60) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We will mail written notice of cancellation to You at Your address as listed on the Schedule Page at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. This Agreement ceases to be valid no less than five (5) days after the postmark date of the notice. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Vehicle's Lienholder unless the lien is satisfied. If the Service Agreement Provider cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation. In the event that We cancel this Agreement, We will be liable for any claim reported to Our Administrator if the claim is reported prior to the effective date of cancellation and is covered by the Agreement. You are deemed to have reported a claim if You have completed the first step required under this Agreement for reporting a claim.
INSURANCE STATEMENT is revised as follows: Performance to You under this Agreement is guaranteed by a California-approved insurance company. You may file a claim with the insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is Old Republic Insurance Company, Tulsa Branch, 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133. 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 the department's Internet Web site (www.insurance.ca.gov).
Your coverage begins on the Agreement Purchase Date shown on the Schedule Page and terminates on the expiration of the Term of Your Agreement shown on the Schedule Page.
All manufacturer maintenance requirements can be found online. If **You** cannot locate the manufacturer requirements online, contact the Administrator for assistance.
ARBITRATION section is amended as follows: 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. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "It is understood and agreed that the transaction evidenced by this **Agreement** takes place in and substantially affects interstate commerce" is removed in its entirety. If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site (www.insurance.ca.gov).

COLORADO:
In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company listed in the INSURANCE STATEMENT section of this Agreement. Policy Number: T3-0002.

CONNECTICUT:
CANCELLATION is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Administrator or Dealer containing a copy of Your Agreement. Under Regulations of Connecticut State Agencies 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. If You and Us cannot reach an Agreement, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142- 0816, Attention: Consumer Affairs. If the Agreement period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the Agreement expires. In-home service is not provided.

FLORIDA:
CANCELLATION section is deleted in its entirety and replaced with the following:
Cancellation by You: You may cancel this Agreement at any time by submitting a written request to the Dealer or Us, including a copy of Your Agreement. If You cancel this Agreement within the first sixty (60) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price, less any claim(s) paid or made. If You cancel this Agreement after sixty (60) days from the Agreement Purchase Date, You will receive a pro-rated refund of the Agreement Purchase Price, based on the lesser of days in force or miles driven compared to the total Agreement Term, less claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars ($50.00) or ten percent (10%) of the amount of the pro-rated refund. Refunds will be payable to You or the Lienholder, if applicable. In the event of Your cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.
Cancellation by Us: If We cancel this Agreement within the first sixty (60) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price will be issued, less any claims paid. After this Agreement has been in effect for sixty (60) days, it cannot be cancelled by Us unless there has been a material misrepresentation or fraud at the time of sale of the Agreement; You have failed to maintain the Vehicle as prescribed by the manufacturer; the odometer has been tampered with or disabled and You have failed to repair the odometer; or for non-payment of the Agreement Purchase Price by You, in which case We shall provide You notice of cancellation by certified mail. If We cancel this Agreement after sixty (60) days, You will be refunded one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price, based on the greater of the days in force or the miles driven compared to the total Agreement Term, less any claim(s) paid. We will not charge a cancellation fee if this Agreement is cancelled by Us. If We cancel this Agreement, notice outlining the specific nature of the reason for cancellation and the date of cancellation will be mailed by certified mail to You at least five (5) days prior to the date of cancellation. We are liable for any claim reported if the claim is reported and approved prior to the effective date of cancellation and is covered by the Agreement. In the event of Our cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation by Us or sooner if required by state law.
Cancellation by Lienholder: If the Vehicle has been financed, the Lienholder may cancel this Agreement for non-payment or if the Vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the Lienholder, and the Lienholder is also entitled to any refund. If the Lienholder cancels this Agreement within the first sixty (60) days of the Agreement Purchase Date, a full refund of the Agreement Purchase Price, less any claim(s) paid or made, will be provided. If the Lienholder cancels this Agreement after sixty (60) days from the Agreement Purchase Date, a pro-rated refund of the Agreement Purchase Price, based on the lesser of days in force or miles driven compared to the total Agreement Term, less any claim(s) paid and less a cancellation fee equal to the lesser of fifty dollars ($50.00) or ten percent (10%) of the amount of the pro-rated refund, will be provided. In the event of Lienholder cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the Administrator/ Obligor or Dealer receives notice of the request to cancel or sooner if required by state law.
The TRANSFER fee is revised to forty dollars ($40).
INSURANCE STATEMENT section is deleted in its entirety.
ARBITRATION section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.
The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA:
ARBITRATION does not apply in Georgia.

SAMPLE

Cancellation By You is amended as follows: If You cancel the Agreement within thirty (30) days of the Agreement Purchase Date, You will receive a full refund of the Agreement Purchase Price, less any claims paid, and the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this Agreement to Us. If cancelled after thirty (30) days, a pro-rata refund will be provided less any claims paid and less a cancellation fee of fifty dollars ($50) or ten percent (10%) of the pro-rata refund amount, whichever is less. If You cancel this Agreement and have not received a refund from Us within thirty (30) days of such cancellation, You may contact the Insurance Company identified in the INSURANCE STATEMENT.
Cancellation By Us is amended as follows: We may cancel this Agreement for nonpayment of the Agreement Purchase Price for material misrepresentation or for fraud, and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid.
The funding party and Lienholder may only cancel for nonpayment in the event of a total loss or repossession of the Vehicle.
Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.
EXCLUSIONS-WHAT THIS AGREEMENT DOES NOT COVER is amended as follows:
10. Damage that results from someone altering or modifying the Vehicle by You or with Your knowledge from the original manufacturer's specification regardless of when and where the modifications were made.
13. For any Breakdown caused by contamination, overheating, restricted oil flow, lack of qualities or quantities of coolant, lubricants, or fluids.
16. Fluid leaks or damage caused by fluid leaks; Breakdown caused by water ingestion.

HAWAII:
Cancellation By You is amended as follows: If You cancel this Agreement within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days.
Cancellation By Us is amended as follows: If We cancel this Agreement, We will mail a written notice to Your last known address stating the effective date of cancellation at least five (5) days prior to effective date of cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

IDAHO:
CANCELLATION section is amended as follows: Claims made or paid will not be deducted from cancellation refund amounts.
Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.
If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state-licensed Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to file a claim. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.
INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

ILLINOIS:
CANCELLATION section is amended as follows: If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars ($50).
Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

INDIANA:
Your proof of payment to the Dealer for this Agreement shall be considered proof of payment. This Agreement is not insurance and is not subject to Indiana insurance law.
INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

IOWA:
Cancellation By You is amended as follows: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by the Agreement Holder can be no more than ten percent (10%) of the Agreement Purchase Price or fifty dollars ($50) whichever is less. If You cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.
Cancellation By Us is amended as follows: If We cancel this Agreement, written notice of such cancellation will be mailed to You at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the Obligor, notice of cancellation will state the effective date of cancellation and the reason for the cancellation. Iowa residents may only contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This Agreement is subject to applicable provisions of Iowa Consumer Credit Code, Chapter 537.
INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

KANSAS:
In no event shall the Administrator be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this Agreement unless the consequential damages are caused by failure of service, repair, replacement, or maintenance provided under the Agreement.

LOUISIANA:
Cancellation By You is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.
Cancellation By Us is amended as follows: We shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder at least fifteen (15) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Agreement Holder to Us, or a substantial breach of duties by the Agreement Holder relating to the covered Vehicle or its use.
This Agreement is not regulated by the Louisiana Department of Insurance.
Any concerns or complaints regarding this Agreement may be directed to the Louisiana Attorney General.
The ARBITRATION AGREEMENT section is voluntary and non-binding.
If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state-licensed Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

SAMPLE

MAINE:
Cancellation By You is deleted and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price plus any applicable sales tax, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of the days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid and less the applicable cancellation fee, in the amount of fifty dollars ($50) or ten percent (10%) of the Agreement Purchase Price, whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of the request to cancel from the Agreement Holder. A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.
Cancellation By Us is amended as follows: We shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder contained in the records of the Obligor at least fifteen (15) days prior to cancellation by Us. The notice must state the effective date of the cancellation and the reason for the cancellation. If the Service Agreement Provider cancels this Agreement within the first thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If the Service Agreement Provider cancels this Agreement after thirty (30) days, We shall refund to the Agreement Holder one hundred percent (100%) of the unearned pro-rata Agreement Purchase Price, less any claims paid.
If the Obligor fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the Agreement Purchase Price, within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company listed in the INSURANCE STATEMENT section of this Agreement.

MARYLAND:
Cancellation By You is deleted in its entirety and replaced with the following: You may cancel this Agreement at any time by submitting a written request to the Dealer or Us. If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a full refund will be issued, less any claims paid. If You cancel this Agreement after thirty (30) days, You will receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. A ten percent (10%) penalty per month of the Agreement Purchase Price shall be added to a refund that is not paid within forty-five (45) days of return of this Agreement to Us. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the AGREEMENT HOLDER.
The cost of teardown and diagnostics are included with loss covered by this Agreement.
The ARBITRATION AGREEMENT section is deleted in its entirety.
This Agreement will be extended automatically if the Obligor fails to perform the services under the Agreement. Likewise, this Agreement does not terminate until the services are provided in accordance with the terms of the Agreement. In the event the Obligor fails to pay any authorized claim or make any refund or consideration due within sixty (60) days after proof of loss has been filed, You may file a direct claim with the insurance company indicated in the INSURANCE STATEMENT section of this Agreement.
If the guarantor or provider breaches any duties under this subtitle, the person guaranteed may file an action in any court of competent jurisdiction.

MASSACHUSETTS:
CANCELLATION is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the Agreement Purchase Date, You will receive a refund within forty-five (45) days of return of this Agreement to Us; otherwise, a ten percent (10%) penalty per month shall be added to a refund. The Obligor of this Agreement is the Dealer listed on the Schedule Page.

MINNESOTA:
Cancellation By You is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the Administrator.
Cancellation By Us is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You fifteen (15) days prior to the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to You for non-payment of the Agreement Purchase Price, material misrepresentation or substantial breach of duties by You.

MISSISSIPPI:
Cancellation By You is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the Agreement Purchase Price or fifty dollars ($50.00), whichever is less. If You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us.
Cancellation By Us is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium, material misrepresentation, or substantial breach of duties by You relating to the Vehicle or its use.
ARBITRATION does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

MISSOURI:
Cancellation By You is amended as follows: If the Agreement Holder cancels within thirty (30) days of the Agreement Purchase Date, and a claim has been made, a full refund of the total Agreement Purchase Price will be made less any claims that have been paid. If the Agreement Holder cancels within the first thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The applicable free-look time period on this Agreement shall only apply to the original Agreement Holder. If the Agreement Holder cancels the Agreement, written notice of such cancellation will be delivered to the Agreement Holder by registered mail within forty-five (45) days of the date of termination.
INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

MONTANA:
Cancellation By Us is amended as follows: If We cancel this Agreement, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Agreement Holder relating to the Vehicle or its use.

NEBRASKA:
The ARBITRATION AGREEMENT section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Agreement by a person covered under this Agreement against Us or Us against a person covered under this Agreement may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this section shall be subject to the following:

1. No arbitrator shall have the authority to award punitive damages or attorney's fees;
2. Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA:

SAMPLE

Cancellation By You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a twenty-five dollar ($25) cancellation fee, within thirty (30) days after the Agreement has been returned to Us. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder.
Cancellation By Us is deleted in its entirety and replaced with the following: We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive the lender portion of the cancellation refund amount, all other amounts will be returned to the Agreement Holder. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Service Agreement Provider to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If the Service Agreement Provider cancels this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
Cancellation By Lienholder is deleted in its entirety.
This Agreement is non-renewable. Transfer fee may not exceed twenty-five dollars ($25).
This Agreement will not cover any unauthorized or non-manufacturer recommended modifications to the Vehicle or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if the Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Agreement will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom unless such coverage is otherwise excluded by the terms of this Agreement. If You are not satisfied with the manner in which We are handling the claim on the Agreement, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234 or http://doi.nv.gov/.
The **ARBITRATION AGREEMENT** section is deleted in its entirety.
Pre-existing conditions known to You are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

NEW HAMPSHIRE:
CANCELLATION is amended as follows: The cancellation fee may not exceed ten percent (10%) of the amount paid by the Agreement Holder or fifty dollars ($50), whichever is less. Claims paid will not be deducted from Your cancellation refund amount. No claims made or paid may be deducted from any cancellation refunds, including in instances where the Obligor cancels.
If You have any questions regarding this Agreement, You may contact Us by mail or by phone. Refer to the front of this Agreement for Our address and toll-free number. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, (603) 271-2261 or (800) 852-3416.
The **ARBITRATION AGREEMENT** is subject to N.H. Rev. Stat. 542.

NEW JERSEY:
Cancellation By You is amended as follows: If You request cancellation of this Agreement within thirty (30) days of the Agreement Purchase Date, a ten percent (10%) penalty per month of the Agreement Purchase Price will be added to the refund that is not made within forty-five (45) days of return of this Agreement to Us.
Cancellation By Us is amended as follows: If We cancel this Agreement, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to non-payment by You of the Agreement Purchase Price; a material misrepresentation by You to Us; or substantial breach of duties by You relating to the Vehicle or its use.
The Agreement being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

NEW MEXICO:
Cancellation By You is amended as follows: If the Agreement Holder's refund is not returned within thirty (30) days of return of this Agreement to Us, a ten percent (10%) penalty of the purchase price, for each thirty (30)-day period or portion thereof that the refund remains unpaid will be added to the refund. If the Agreement Holder cancels this Agreement thirty (30) days after the Agreement Purchase Date, a refund of 100% of the unearned pro-rata Agreement Purchase Price will be provided based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less a cancellation fee of fifty dollars ($50) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid.
Cancellation By Us is amended as follows: No Agreement that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the Agreement Purchase Date, whichever occurs first, except on any of the following grounds: Your failure to pay an amount when due; You are convicted of a crime that results in an increase in the service required under the Agreement; Discovery of fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service thereunder; or Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the Agreement: a) An act or omission by You; or b) Your violation of any condition of the Agreement.
If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.
If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.
ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK:
Cancellation By You is amended as follows: If this Agreement is originally delivered to You by mail, You may cancel this Agreement within thirty (30) days after the Agreement was mailed to You and receive a full refund of the Agreement Purchase Price provided no claim has been made under the Agreement. If a full refund is due to You under this Agreement, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the Agreement to Us.
Cancellation By Us is amended as follows: If the Obligor cancels, a notice of cancellation will be sent to the Agreement Holder, which will include the effective date of the cancellation and the reason for the cancellation. The Obligor will mail a notice of cancellation to the Agreement Holder at least fifteen (15) days prior to cancellation.
If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state-licensed Repair Facility to have the repairs performed prior to authorization by Us. In such case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

SAMPLE

INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in INSURANCE STATEMENT section of this Agreement. This Agreement is amended to include: This Agreement does NOT provide coverage for any of the following parts or services: Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Agreement (pre-existing conditions) and Incidental damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience, and commercial loss.
This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM, or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

NORTH CAROLINA:
Cancellation By You & **Cancellation By Lienholder** are amended as follows: A twenty-five dollar ($25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable.
Cancellation By Us is amended as follows: We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You.

OHIO:
Cancellation By You is amended as follows: In the event You cancel the Agreement and no refund is received, You may contact the insurance company indicated in the INSURANCE STATEMENT section of this Agreement for Your refund. This Agreement is not an insurance policy and is not subject to the insurance laws of this state.
INSURANCE STATEMENT is amended as follows: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy. If the Obligor fails to provide a refund or provide service on a claim within sixty (60) days after proof of loss has been filed, the Agreement Holder is entitled to make a claim directly against the insurance company referenced in the INSURANCE STATEMENT section of this Agreement.

OKLAHOMA:
Oklahoma License #: 520637601.
Cancellation By You is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Administrator or Dealer containing a copy of Your Agreement. If You cancel during the first thirty (30) days from the Agreement Purchase Date, and no claim has been authorized or paid, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, or if a claim was made within the first thirty (30) days, We or the Dealer shall provide a refund of one hundred percent (100%) of the unearned pro-rata premium based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less the cost of service provided under this Agreement and less a cancellation fee of 10% of the unearned pro-rata premium or fifty dollars ($50), whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder.
No cancellation fee will be charged is the Lienholder cancels this Agreement.
Cancellation By Us is amended as follows: We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at the time of sale or for non-payment of the Agreement Purchase Price. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less the cost of service provided under this Agreement. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen, or declared a total loss, You authorize the Lienholder to cancel this Agreement.
Oklahoma service warranty statutes do not apply to commercial use references in service warranty agreements.
Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.
The ARBITRATION AGREEMENT section is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON:
If You have any questions regarding this Agreement or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.
Arbitration is not applicable for Oregon residents; any arbitration must be by mutual agreement and conducted under local rules as required under ORS Chapter 36.

RHODE ISLAND:
Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages, and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

SOUTH CAROLINA:
If You have any questions regarding this Agreement or a complaint against Us, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201, or by phone at (800) 768-3467.
Cancellation By You section is amended as follows: A ten percent (10%) penalty per month, based on the amount outstanding, shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear.
Cancellation By Us is amended as follows: If We cancel, We will mail a written notice to You at the last known address that We have on file for You at least fifteen (15) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Notice shall not be required if the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by You relating to the Vehicle or its use.

TEXAS:
Cancellation By You is deleted in its entirety and replaced with the following: You may cancel this Agreement at any time by submitting a written request to the Dealer or Us. If the Agreement Holder cancels this Agreement before the thirty-first (31) day of the Agreement Purchase Date, the Agreement Holder will receive a full refund of the total Agreement Purchase Price. If a claim has been incurred before the thirty-first (31) day, the Agreement Holder shall receive a full refund of the Agreement Purchase Price less claims paid. If the Agreement Holder cancels this Agreement after the thirty-first (31) day, the Agreement Holder will receive a pro-rata refund of the total Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars ($50). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty- five (45) days after return of the Agreement to Us.
Cancellation By Us is amended as follows: If We cancel this Agreement for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. If a covered claim is not paid or a refund is not provided within

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forty-five (45) days after You have filed proof of loss with Us, You may contact or file a claim directly with the insurance company listed in the INSURANCE STATEMENT section of this Agreement.
If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (512) 463-6599. Our service contract provider license number is: 807.

UTAH:
Payment of this Agreement may be paid with cash, check or credit card by the Agreement Holder or financed with the Vehicle loan or lease. Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
This Agreement does not provide deductible coverage for any third-party claims.
Cancellation By Us is amended as follows: This Agreement may only be canceled by Us on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions or warranties. In general, if We cancel this Agreement, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Agreement within the first thirty (30) days after the Agreement Purchase Date or if We cancel this Agreement because You have defaulted in Your obligation to repay the amount financed by the Lienholder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.
If You need emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any Repair Facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.
INSURANCE STATEMENT is amended as follows: In the event the Obligor fails to pay a claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the Term of this Agreement, You may file a direct claim with the insurer as designated in the INSURANCE STATEMENT section. To do so, please call the following number for instructions: 800-331-3780.

VERMONT:
Cancellation By Us section is amended as follows: We may only cancel this Agreement for fraud or material misrepresentation affecting the Agreement or the presentation of a claim thereunder, non-payment of the Agreement Purchase Price, or violation of any of the terms or conditions of the Agreement. If We cancel this Agreement for non-payment, We will provide a written notice within fifteen (15) days of the cancellation date. If We cancel this Agreement for any other reason, We will provide a written notice with the reason for cancellation by certified mail within forty- five (45) days of the cancellation date.

VIRGINIA:
If any promise made in the 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 www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON:
Initial_____ WA Residents Only: By initialing, **You** acknowledge that **You** have reviewed the **CANCELLATION** and **INSURANCE STATEMENT** sections of this Disclosure. Additionally, You have reviewed the SCHEDULE OF COVERAGE, EXCLUSIONS-WHAT THIS AGREEMENT DOES NOT COVER, GENERAL PROVISIONS, AGREEMENT TERM, and CLAIMS PROCEDURES set forth in this Agreement. The implied warranty of merchantability on the Vehicle is not waived if: The Agreement was purchased within ninety (90) days of the Vehicle Purchase Date, and the provider or Dealer also sold the Vehicle.
EXCLUSIONS-WHAT THIS AGREEMENT DOES NOT COVER is amended as follows:
11. Repairs caused by the misuse of the Vehicle, tampering with the Vehicle, improper adjustments, improper fuels, fluids, lubricants, or grease; improper maintenance, or failing to maintain the Vehicle in accordance with the manufacturer's recommendations, unless the failure to maintain the Vehicle involved the failed part or parts.
Cancellation By You: is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS AGREEMENT**: You may cancel this Agreement by surrendering Your copy of this Agreement with written notice to the Dealer or directly to Us. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If You cancel this Agreement within the first thirty (30) days and no claims have been filed, We will refund the entire Agreement Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Agreement to the Administrator or to Us. If this Agreement is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Agreement Purchase Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Agreement was in force or the number of miles the Vehicle was driven prior to cancellation, less any claims paid, and less a cancellation fee of twenty-five dollars ($25). The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Dealer receives notice of cancellation from the Agreement Holder. In the event of cancellation, the Lienholder identified on the Schedule Page, if any, will be named on a cancellation refund check as its interest may appear. If the Vehicle and this Agreement have been financed, the Lienholder shown on the Schedule Page may cancel this Agreement for non-payment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Agreement to the Lienholder or otherwise entitle the Lienholder to performance under this Agreement.
Cancellation By Us is deleted in its entirety and replaced with the following: **OUR RIGHT TO CANCEL THIS AGREEMENT**: We may cancel this Agreement based on one or more of the following reasons: (1) non-payment of the Agreement Purchase Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Agreement relating to the Vehicle or its use. If this Agreement is canceled by Us within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. If this Agreement is cancelled by Us after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term will be issued. In the event of cancellation, the Lienholder identified on the Schedule Page, if any, will be named on a cancellation refund check as its interest may appear. Written notice of such cancellation shall include the effective date and actual reason for cancellation and shall be mailed or delivered to You not less than twenty-one (21) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Agreement Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Agreement to the Agreement Holder to determine whether the Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Vehicle qualifies for the issued Agreement, and the Obligor may not cancel the Agreement and is fully obligated under the terms of the Agreement sold to the Agreement Holder. If We cancel this Agreement and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.
Our performance under this Agreement is insured by an insurance policy issued to Us by the insurance company listed in the INSURANCE STATEMENT section of this Agreement (Policy No. T3-46-0244). If You cancel this Agreement, You may apply for a refund with the insurance company. You may file a claim directly with the insurance company without restrictions. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or service contract seller also sold the Vehicle. The state of Washington is the jurisdiction for any civil action in connection with this Agreement. The warranty of merchantability on the Vehicle is not waived if the Agreement was purchased within ninety (90) days of the purchase date of the Vehicle, and the provider or the service contract seller also sold the Vehicle.
The ARBITRATION AGREEMENT section is amended to add the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Agreement. Arbitration proceedings shall be held at a location in closest proximity to the service Agreement Holder's permanent residence.

WASHINGTON D.C.:

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Cancellation By You is amended as follows: If the Agreement Holder cancels within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Agreement and upon receipt of the Administrator. The cancellation fee may not exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars ($50), whichever is less.
Cancellation By Us section is amended as follows: In the event of cancellation by the Obligor, the notice of cancellation will include the effective date of, and reason for, the cancellation.
This Agreement is amended to include: At the sole discretion of the Administrator, replacement may be made with new, remanufactured, non-OEM, or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle.

WEST VIRGINIA:
If a covered Claim is not paid within fifteen (15) working days from the agreed-upon settlement, You may file a claim directly with the insurance company listed in the INSURANCE STATEMENT section of this Agreement.
The ARBITRATION AGREEMENT section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that the selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN:
Cancellation By You is amended as follows: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, or thirty (30) days from mailing if the Agreement is provided to You by mail and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less claims paid and less the applicable cancellation fee in the amount of fifty dollars ($50) or ten percent (10%) of the amount paid by the Agreement Holder, whichever is less. The Term of this Agreement for cancellation purposes will be based on the Agreement Purchase Date and the Vehicle mileage on such date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor, Administrator, or Dealer receives notice of cancellation from the Agreement Holder. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Agreement to the Obligor, Administrator, or Dealer.
Cancellation By Us is amended as follows: We may only cancel this Agreement for non-payment of the Agreement Purchase Price, material misrepresentation by You to the Obligor or Administrator, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued. At any other time, We will refund 100% of the unearned pro-rata Agreement Purchase Price, based on the greater of the number of days the Agreement was in force or the miles driven compared to the total Agreement Term will be issued, less any claims paid. In the event of a total loss within thirty (30) days of the Agreement Purchase Date of property covered by the Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement, an Agreement Holder shall be entitled to cancel the Agreement and receive a full refund of the total Agreement Purchase Price, less any claims paid. In the event of a total loss after thirty (30) days of the Agreement Purchase Date of property covered by an Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement, an Agreement Holder shall be entitled to cancel the Agreement and receive a full refund of any unearned provider fee less any claims paid. If a covered claim is not paid within thirty (30) days after an Agreement Holder provides proof of loss, or if the Obligor becomes insolvent or otherwise financially impaired, the Agreement Holder may file a claim directly with the insurance company, listed in the INSURANCE STATEMENT section of this Agreement, for reimbursement, payment, or provision of the service. You may file a claim directly with the insurance company. In the state of Wisconsin, preauthorization of repair work is required by Us. However, if extenuating circumstances prevent You from obtaining preauthorization, We will not deny a claim based solely on the lack of preauthorization. We have the right to subrogation collections, but only after You have been made whole and are fully compensated for damages. **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

WYOMING:
Cancellation By You is amended as follows: If a full refund is due to You under this Agreement, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of this Agreement to Us.
Cancellation By Us is amended as follows: The Obligor of the Agreement shall mail a written notice to the Agreement Holder at the last known address of the Agreement Holder in the records of the provider at least ten (10) days prior to cancellation by the Obligor. Prior notice is not required if the reason for cancellation is non-payment of the Agreement Purchase Price, a material misrepresentation by the Agreement Holder to the Obligor, or a substantial breach of duties by the Agreement Holder relating to the Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.
DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER provision is amended as follows: Arbitration cannot be binding without the right of appeal unless there is an agreement outside of the Agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

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