


**VEHICLE EXTENDED  
SERVICE PLAN**
**VEHICLE EXTENDED  
SERVICE PLAN  
AGREEMENT**

## DECLARATIONS PAGE

AGREEMENT HOLDER		EMAIL ADDRESS	
ADDRESS		TELEPHONE	
CITY	STATE	ZIP CODE	
SELLER		SELLER CODE	
ADDRESS		TELEPHONE	
CITY	STATE	ZIP	
LIENHOLDER			
ADDRESS		TELEPHONE	
CITY	STATE	ZIP	
ADMINISTRATOR <b>OWNERSHIELD, INC.</b>			
ADDRESS <b>P.O. BOX 852770</b>		TELEPHONE <b>877-638-4680</b>	
CITY <b>RICHARDSON</b>	STATE <b>TEXAS</b>	ZIP <b>75085</b>	
OBLIGOR <b>OWNERSHIELD, INC.</b>			
ADDRESS <b>P.O. BOX 852770</b>		TELEPHONE <b>877-638-4680</b>	
CITY <b>RICHARDSON</b>	STATE <b>TEXAS</b>	ZIP <b>75085</b>	
ODOMETER MILEAGE ON AGREEMENT PURCHASE DATE _____			
AGREEMENT PURCHASE DATE	AGREEMENT PURCHASE PRICE	AGREEMENT TERMS OF PAYMENT: PAID IN FULL <input type="checkbox"/> PAYMENT PLAN <input type="checkbox"/>	
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
COVERAGE TYPE: <b>AAA GOLD</b>	*DEDUCTIBLE: _____		
COVERAGE TERM MONTHS: _____	COVERAGE MILEAGE LIMIT: _____		
VALIDATION PERIOD DAYS: _____	VALIDATION PERIOD MILES: _____		
*Your Deductible will be affected as identified in Section One - Definitions			

**WHEN BREAKDOWN COVERAGE BEGINS AND EXPIRES**

Breakdown coverage begins upon the expiration of the Validation Period listed on the Declarations Page. Breakdown coverage ends at 12:00 midnight on the day the sum of the Coverage Term in months listed on the Declarations Page plus the Validation Period Months listed on the Declarations Page added to the Agreement Purchase Date is reached OR when the Vehicle's odometer mileage exceeds the sum of the Odometer Mileage on Agreement Purchase Date listed on the Declarations Page added to the Validation Period Miles listed on the Declarations Page plus the Coverage Mileage Limit listed on the Declarations Page, whichever occurs sooner.

**PAYMENT WILL NOT BE MADE HEREUNDER WITHOUT PRIOR AUTHORIZATION FOR REPAIR FROM THE ADMINISTRATOR**

YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. 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. Provisions concerning Your responsibilities, including routine maintenance, are listed in Section Three Subsection G "Your Responsibilities". Review Section Five "Special State Disclosures and Requirements" 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.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!**

**FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

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Our obligations under this Agreement are insured by an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038/866-505-4048. If a covered claim is not paid within sixty (60) days (except Arizona thirty (30) days) after proof of loss has been filed, You may file a claim directly with the insurance company at the above address or by calling toll-free (866)505-4048. If You cancel this contract and do not receive a refund from Us by the sixtieth (60th) day following Your request for cancellation, You may apply for a refund directly from the insurance company.

## **SECTION ONE – DEFINITIONS**

**ADMINISTRATOR** – The administrative services provider for this Agreement, as shown on the Declarations Page.

**AGREEMENT** – This Vehicle Extended Service Plan Agreement.

**BREAKDOWN** – The failure of any Covered Part to perform the function for which it was intended.

**COVERED PART** – The eligible parts listed in the Breakdown Coverage section of this agreement, Section Three, E. Schedule of Coverages. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

**DECLARATIONS PAGE** – The numbered document which is part of this Agreement where information regarding You, Your Vehicle and coverage options is shown.

**DEDUCTIBLE** – The amount indicated on the Declarations Page that You must pay for the repair of a Breakdown. A Deductible does not apply to substitute transportation or trip interruption coverage. Your Deductible will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown. There will be no Deductible for the repair of the same Covered Part during the term of this Agreement. Your \$100 Deductible will be reduced to \$50 when You have Your Vehicle repaired at a AAA Approved Repair Facility and reduced to \$0 (zero) if repaired at a AAA Club Owned Repair Facility.

**MILEAGE LIMIT** – The maximum number of miles indicated on the Declarations Page that this Agreement shall be in force.

**NORMAL WEAR AND TEAR** – The natural and inherent wear characteristics of automobile parts. Reduction in operating performance of a Covered Part which exceeds the published tolerances allowed by the manufacturer will not be considered Normal Wear and Tear.

**TERM** – The maximum number of months indicated on the Declarations Page that this Agreement shall be in force.

**VALIDATION PERIOD** – This Agreement is subject to a validation period of time and mileage which begins on the date (as listed on the Declarations Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Declarations Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Declarations Page has elapsed.

**VEHICLE** – The vehicle covered by the terms and conditions of this Agreement as listed on the Declarations Page.

**WE, US, OR OUR** – The Obligor of this Agreement as listed on the Declarations Page.

**YOU, YOUR** – The purchaser(s) of this Agreement.

## **SECTION TWO – SUBSTITUTE TRANSPORTATION AND TRIP INTERRUPTION COVERAGE**

### **A. SUBSTITUTE TRANSPORTATION COVERAGE**

If Your Vehicle requires repair due to a Breakdown of any Covered Part. We will reimburse You up to \$35.00 per day, up to a maximum of five (5) days per breakdown occurrence. No deductible will apply to this benefit. All applicable documentation as required under Section Three. B.9. must be submitted in order to be reimbursed.

### **B. TRIP INTERRUPTION COVERAGE**

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a repair facility keeping Your Vehicle overnight, We will reimburse You up to seventy five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty five dollars (\$225.00). No deductible will apply to this benefit. All applicable documentation as required under Section Three. B.9. must be submitted in order to be reimbursed.

## **SECTION THREE – BREAKDOWN COVERAGE**

### **A. BREAKDOWN COVERAGE**

We will repair, replace, or have repaired or replaced any Covered Part which experiences a Breakdown. In case of Breakdown You must follow the procedures in SUBSECTION B, "IN CASE OF BREAKDOWN". We will reimburse You or Your repair facility for preauthorized expenses incurred, less the deductible, if any for the repair or replacement of a Covered Part. Such expense(s) are not to exceed the manufacturer's suggested retail price for a part and the repair facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. Replacement may be made with a part which is of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle, at the sole discretion of the Administrator.

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## B. IN CASE OF BREAKDOWN

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
- (3) Take Your Vehicle to any state licensed repair facility.
- (4) You or the repair facility must call the Claim Department at 855-292-9306 for approval prior to repairing or cleaning any parts.
- (5) You or the repair facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) You must, upon request, show Us and/or the repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, trip interruption expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

## C. EMERGENCY REPAIRS

Should an emergency occur which requires a Breakdown repair be made of any Covered Part at a time when the Administrator's office cannot be contacted, the Agreement holder may authorize repair service up to \$500. You must call the Administrator's office within five (5) business days (365 days in Wisconsin)(as soon as reasonably possible in Utah) from the date of repair to be eligible for reimbursement of the repair, less the applicable deductible. All applicable documentation as required under Section Three. B.9. must be submitted in order to be reimbursed.

## D. BATTERY REPLACEMENT

If covered Vehicle experiences battery failure and requires replacement you will be provided a one-time replacement of a AAA brand battery. AAA brand battery replacement coverage is only available if the AAA brand battery is provided through a dispatched AAA Emergency Repair Service and or a AAA Club Owned Repair service vehicle. This provision is limited to one battery replacement over the term of the Agreement. Battery Replacement excludes batteries on electric or hybrid Vehicles. No deductible will apply to this benefit.

## E. SCHEDULE OF COVERAGES

Coverage is limited to the parts described below:

**GASOLINE ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts; seals and gaskets on Covered Parts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**DIESEL ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft. Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs; seals and gaskets on Covered Parts. Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**TURBO CHARGER/SUPER CHARGER** – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts; seals and gaskets on Covered Parts.

**TRANSMISSION** – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, springs, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; flywheel/flexplate; transmission cooler; oil lines; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; vacuum modulator; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear; seals and gaskets on Covered Parts. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

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TRANSFER CASE - All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain; seals and gaskets on Covered Parts. Transfer case is covered only if damaged by the failure of an internal lubricated part.

FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; half shafts; hub bearings; wheel bearings; seals and gaskets on Covered Parts. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM - All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; half shafts; wheel bearings; automatic locking hubs; manual locking hubs; hub bearings; four wheel drive actuator motor; front axles; front drive shaft; four wheel drive engagement switch; seals and gaskets on Covered Parts. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

AIR CONDITIONING AND HEATING – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling switch; A/C lines; idler pulley; idler pulley bearing; seals and gaskets on Covered Parts. Refrigerant only if needed in conjunction with the repair of a Covered Part.

COOLING SYSTEM – Water pump; belt tensioners; radiator; thermostat; cooling fan clutch; cooling fan electric motors; fan blade assembly; seals and gaskets on Covered Parts.

SUSPENSION – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts; torsion bar bushings; spindles; electronic height level sensor; electronic height level controller; electronic height level air compressor; wheel bearings; wheel seals; seals and gaskets on Covered Parts.

BRAKES – Brake master cylinder; brake power assist boosters; disc brake calipers; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; hydro boost unit; seals and gaskets on Covered Parts.

ABS SYSTEM – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator; seals and gaskets on Covered Parts.

GASOLINE FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator; seals and gaskets on Covered Parts.

DIESEL FUEL SYSTEM – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator; seals and gaskets on Covered Parts.

STEERING – Steering gear; rack and pinion; power steering pump; power steering hoses and couplings; steering main and intermediate shafts; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; seals and gaskets on Covered Parts.

ELECTRICAL - Alternator; voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; main engine wiring harness only; ignition coil; ignition module; ignition switch; main electronic control unit; powertrain control module; transmission control module; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display module and power supply; power seat motor and transmission; brake light switch; defogger switch; headlight switch; power mirror switch; sunroof switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; power mirror motor; power window motor; power window gear; power window regulator; power window lift tape.

AUDIO – (Factory installed only) AM/FM radio, satellite radios, antenna motor, cassette players, CD players, and CD changers (excluding speakers and graphic equalizers).

## **F. WHAT IS NOT COVERED**

### **F.1. PARTS AND SERVICES NOT COVERED**

This Agreement does NOT provide coverage for any of the following parts or services:

(a) Any part not listed in SUBSECTION E, "Schedule of Coverages".

(b) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass and housing), and trim.

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- (c) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (d) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries, battery cables, fuses, relays, bolts and fasteners, belts, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (bulbs, sealed beam and lenses), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, struts and strut inserts, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- (e) A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.
- (f) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
- (g) Graphic equalizers, DVD players, VHS players, speakers, visual and other electronic equipment (including game systems), telephones, radar detectors and GPS equipment.
- (h) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 100,000 miles on the odometer at the time of failure. Seepage of Seals and Gaskets is considered normal wear and tear and is not covered under this Agreement at any time. Any damage due to loss of fluid is not covered.

## F.2. VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

- (a) Vehicles not certified for sale within the United States at the time of manufacture, salvaged vehicles, a vehicle whose title has been branded, or a vehicle that's been declared a total loss.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (d) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited to oversized/undersize tires, altered ignition system, free flow exhaust system, and lift kit.

## F.3. CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us, unless provided under Section Three. C. Emergency Repairs.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer, hail, lightning, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, windstorm and other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs) or event of a breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- (g) A breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.
- (h) Breakdown of a covered part caused by a non-covered part.
- (i) Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the repair facility's recommendation.
- (j) A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (k) A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
- (l) A breakdown of any part if the odometer is inoperative for more than one (1) month or 1,000 miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.

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- (m) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc).
- (n) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (o) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- (p) Any breakdown occurring before Breakdown Coverage takes effect or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (q) Incidental or consequential 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.

#### G. YOUR RESPONSIBILITIES

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance to the manufacturer's recommendations, as outlined in the owner's manual for Your Vehicle. If You do not have an owner's manual for Your Vehicle, You may contact Us and the servicing recommendations will be provided to You. Your owner's manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your driving habits and conditions. If You do not follow these recommendations and such failure causes a Breakdown, further damage or unnecessary repairs, coverage under this Agreement will be denied or reduced. You must retain all sales receipts, invoices, or work orders showing the date, odometer mileage, a description of Your Vehicle, the vehicle identification number (VIN), and the maintenance services performed, including parts and fluids used to complete these services. Maintenance services necessary to meet the requirements of this Agreement must be performed at a commercial service facility that is not owned or operated by You. You must take reasonable precaution to protect Your Vehicle from damage or further damage. If You notice a problem with Your Vehicle (e.g., change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, etc.) it is Your responsibility to take appropriate action immediately. If You do not take reasonable precaution to protect Your Vehicle from damage or further damage, coverage under this Agreement will be denied or reduced.

### SECTION FOUR – AGREEMENT GENERAL PROVISIONS

#### A. AGREEMENT GENERAL PROVISIONS

- (1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or repair facility that may have responsibility to You for the cost of repairs covered under this Agreement.
- (2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.
- (3) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

#### B. LIMITS OF LIABILITY

The total of all benefits paid or payable under this Agreement shall not exceed the N.A.D.A. average trade-in value or price you paid, whichever is less, for the Vehicle on the date of Agreement purchase. The total benefits payable for any single repair or replacement shall not exceed the N.A.D.A. average trade-in value of the Vehicle immediately prior to the Breakdown. This determination will be made using the most recent N.A.D.A. valuation guide on the date of Agreement purchase or Breakdown, as the case may be, for an average vehicle. The liability of anyone performing under this Agreement for incidental or consequential damages arising from performance or failure to perform under this Agreement or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Agreement, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss.

#### C. TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Declarations Page. Only You can transfer this Agreement. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

- (1) You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.
- (2) Within thirty (30) days of change of ownership You provide Us with the following:
  - (a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.
  - (b) Documented certification of the Vehicle's odometer reading at the time of ownership transfer.
  - (c) If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.
  - (d) A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.
  - (e) The completed transfer request form with all required signatures.
- (3) If the transferee does not receive a confirmation of transfer within forty five (45) days after change of ownership, the transferee should notify Us.

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FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownersshield, Inc., P.O. Box 852770, Richardson, TX 75085**

#### D. PAYMENT PLAN PROVISIONS

In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the Declarations Page. You may contact the Administrator toll-free at 855-292-9306 to obtain the modified Term and Mileage Limits.

#### E. CANCELLATION

Conditions and rights regarding cancellation in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement.

(1) You may cancel this Agreement at any time by notifying Us in writing and enclosing a copy of this Agreement.

(2) We, or the lien holder (if the lien holder has power of attorney for You under a Payment Plan Agreement or its equivalent), may cancel this Agreement at any time if Your Vehicle is totaled or is repossessed, Your odometer is disconnected or altered, Your Vehicle is used in a manner not covered by this Agreement, or You do not pay the Agreement purchase price.

(3) If You cancel this Agreement within thirty (30) days of the date of purchase, and no claim has been made, We will pay a full refund of the portion that You have paid of the Agreement purchase price.

(4) If You cancel this Agreement after it has been in force for more than thirty (30) days, or if a claim has been made, We will pay a pro rata refund of the portion that You have paid of the Agreement purchase price, less a fifty dollar (\$50.00) administrative fee, less the amount of claims paid or pending, for the unexpired portion of this Agreement based on the greater of the number of elapsed months or miles.

(5) In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) the Payment Plan Provider shall be entitled to any refund resulting from cancellation of this Agreement except for the amounts in E. Cancellation (3) or E. Cancellation (4) as applicable.

#### F. ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this provision, "You" and "Your" means the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And "We" and "Us" shall mean the Obligor identified on the Declarations Page and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities. Any and all claims disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Agreement or any prior agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any in-consistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration of termination of this Agreement. You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS TO ANY CLAIM.

#### G. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 855-292-9306 TOLL FREE.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!  
FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownersshield, Inc., P.O. Box 852770, Richardson, TX 75085**

## SECTION FIVE – SPECIAL STATE DISCLOSURES AND REQUIREMENTS

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS 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.

### ALABAMA

No administrative fee will be charged if We cancel Your Agreement.

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 to the Administrator. An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after thirty (30) days.

### ALASKA

This Agreement does provide Coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially. 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.

### ARIZONA

You may also cancel this Agreement by returning it to the Administrator, Ownershield, Inc., as listed on the Declarations Page.

We may cancel this Agreement for non-payment of the Agreement charge, or for Your misrepresentation in the submission of a claim. 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, or Your Vehicle is found to be used as a commercial Vehicle.

In the event of cancellation You will not be charged for claims paid or repair service fees.

Only those alterations made to Your Vehicle after the Agreement purchase date are excluded as noted in SECTION THREE F.2 VEHICLES NOT COVERED, ITEM (e).

SECTION THREE F.2 VEHICLES NOT COVERED, ITEM (a). does not apply to Arizona residents.

SECTION THREE F.3 CONDITIONS NOT COVERED, ITEM (p) is deleted and replaced with the following:

(p) If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

### ARKANSAS

Arbitration Section is amended to include the following: In the State of Arkansas arbitration is non-binding and voluntary.

### CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Agreement.

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

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides coverage for 60 days or 3,000 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.

If Your Vehicle is being repaired for a Breakdown covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

### GEORGIA

SECTION THREE, F.3 CONDITIONS NOT COVERED, LINES (j) and (k) and (p) are deleted and replaced with the following:

(j/k). For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or for any damage by or resulting from overheating regardless of the cause, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!  
FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownershield, Inc., P.O. Box 852770, Richardson, TX 75085**



(p). For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Agreement Purchase Date, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

Only those alterations made to Your Vehicle while owned by You are excluded as noted in SECTION THREE, F.2 VEHICLES NOT COVERED, ITEM (e). We may cancel this Agreement for non-payment of the Agreement charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee not to exceed 10% of the pro-rata amount will be applied if this Agreement is cancelled by You. If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Declarations Page. In the event of cancellation You will not be charged for claims paid or repair service fees. The Arbitration Provision section of this Agreement is stricken in its entirety.

SECTION FOUR, D. PAYMENT PLAN PROVISIONS is amended with the Following:

The Payment Plan Provider must hold a power of attorney in order to modify the agreement to reflect the portion paid for by the contract holder.

SECTION FOUR, E. CANCELLATION, ITEM 5 is deleted and replaced with the Following:

5. If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved. The lienholder shown on the Declarations Page may only cancel this Agreement if they hold power of attorney.

The validation period will not exceed 30 days (1 month) or 1000 miles.

#### HAWAII

The definition of Breakdown means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

Provides coverage for 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.

#### IDAHO

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

#### ILLINOIS

This Service Agreement provides no Coverage or Benefits for any repair or replacement of any covered part if a Breakdown has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown.

The Service Agreement provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Agreement price or fifty dollars (\$50).

#### INDIANA

Your proof of payment to the issuing dealer for this Agreement shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Agreement.

#### IOWA

If You have any questions regarding this Agreement, You may contact the Administrator by mail or by phone. Refer to the Declarations Page for the Administrator's address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

A ten percent (10%) penalty will be added each month to any refund not paid to the Agreement Holder within thirty (30) days of the return of the Service Agreement to the Service Company.

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FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownersshield, Inc., P.O. Box 852770, Richardson, TX 75085**

## MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 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.

## MINNESOTA

The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this Agreement during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued used vehicle limited warranty document.

If You have cancelled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Declarations Page.

Definition "Pre-existing" is not applicable to Minnesota residents.

SECTION THREE F.1, PARTS AND SERVICES NOT COVERED, ITEM (d) is deleted in its entirety and replaced by the following:

(d) For normal maintenance services and parts which include: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.

SECTION THREE F.3, CONDITIONS NOT COVERED, ITEM (p) is deleted in its entirety and replaced by the following:

(p) For any Breakdown occurring before Coverage takes effect or prior to the Agreement Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

SECTION THREE F.2, VEHICLES NOT COVERED, ITEM (a) does not apply to Minnesota residents.

(a) Coverage exclusion for Breakdowns caused by rust, corrosion, sludge build-up or damage to a covered part by a non-covered part does not apply to Minnesota residents.

The Arbitration Provision section of this Agreement is stricken in its entirety.

## MISSISSIPPI

The Arbitration Provision section of this Agreement is stricken in its entirety.

## MISSOURI

If the Agreement Holder cancels this Agreement, We must mail written notice of cancellation to You within 15 days of cancellation. If this Agreement is cancelled within the first thirty (30) days and no claims have been filed, We will refund You the entire purchase price of the Agreement. This "free-look" period only applies to the original Agreement purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Agreement to the Administrator. The total amount of all authorized claims will be deducted from all refunds.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!  
FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownersshield, Inc., P.O. Box 852770, Richardson, TX 75085**

## NEBRASKA

If We cancel this Agreement, We will give you sixty (60) days notification, except for non payment, which will be ten (10) days notification.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties.

## NEVADA

This Service Agreement is not renewable.

Nevada Residents: The provisions of this Agreement apply only to the original purchaser of the Service Agreement.

We may cancel this Agreement within 70 days from the date of purchase for any reason. After 70 days, We may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. We may cancel this Agreement if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or if Your Vehicle is found to be used as a commercial Vehicle; however, We may only cancel this Agreement for these reasons if such modification or use occurred after the effective date of this Agreement and substantially and materially increases the service required under this Agreement. If We cancel Your Agreement, You will be entitled to a refund on the unearned Agreement fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, no administrative fee will be deducted. In the event We cancel this Agreement, written notice will be sent to Your last known address at least 15 days prior to cancellation with the effective date of the cancellation.

You may cancel this Agreement at anytime. If You have made no claim and Your request for cancellation is within 30 days, the full price You paid for the Service Agreement will be refunded and no administrative fee will be deducted. If You have made a claim under the Agreement, or if Your request is beyond the first 30 days, We will refund to You an amount based on the pro-rata method, less a \$50.00 administrative fee. If Your Agreement was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. If You cancel this Agreement and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

SECTION THREE F.2 VEHICLES NOT COVERED, ITEM (e) is deleted and replaced with the Following:

This Contract will not cover any unauthorized modifications to Your Vehicle, or any damages arising from such unauthorized modifications. However, if Your Vehicle is modified in a manner that is not recommended by the manufacturer of Your Vehicle, the Obligor will not automatically suspend all coverage. Rather, this Contract 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 Contract

**THIS AGREEMENT IS SUBJECT TO A VALIDATION PERIOD OF TIME AND MILEAGE WHICH BEGINS ON THE DATE (AS LISTED ON THE DECLARATIONS PAGE) THAT YOU PURCHASED THIS AGREEMENT AND AT YOUR VEHICLE'S ODOMETER READING (AS LISTED ON THE DECLARATIONS PAGE) ON THAT DATE. THERE IS NO COVERAGE DURING THE VALIDATION PERIOD. COVERAGE BEGINS UPON THE EXPIRATION OF THE VALIDATION PERIOD. THE VALIDATION PERIOD EXPIRES WHEN THE TIME AND MILEAGE OF YOUR VALIDATION PERIOD AS LISTED ON THE DECLARATIONS PAGE HAS ELAPSED.**

## NEW HAMPSHIRE

Cancellation and Transfer Fees do not apply.

## NEW MEXICO

You may cancel this Agreement within thirty (30) days of the time of sale. If You have made no claim, the service Agreement is void and the full purchase price will be refunded to You. A 10% penalty per month will be added to a refund that is not made within 60 days of Your return of the service Agreement. These provisions apply only to the original purchaser of the service Agreement. In the event We cancel this service Agreement, We will mail a written notice to You at Your last known address at least 15 days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this service Agreement may cancel this Agreement within 70 days from the date of purchase for any reason. After 70 days, the provider may only cancel this service Agreement for fraud, material misrepresentation, non-payment by You or a substantial breach of duties by You relating to the covered property or its use.

## NORTH CAROLINA

If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, an administration fee of \$50 or 10% of the pro-rata refund amount, whichever is less, will be charged. The total amount of all authorized claims will be deducted from all refunds.

## 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 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 30 days or 1,000 miles, whichever occurs first.

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FOR NATIONWIDE CLAIMS CALL: 855-292-9306**

**ADMINISTRATIVE OFFICES: Ownersshield, Inc., P.O. Box 852770, Richardson, TX 75085**

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 the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If We cancel this Agreement We shall mail a written notice to You at the last known address held by Us at least 15 days prior to cancellation, providing You with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Agreement to the provider. The total amount of all authorized claims will be deducted from all refunds.

#### TEXAS

If You have any questions regarding the regulation of the Service Agreement provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If We cancel this Agreement We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If a Service Agreement is cancelled and the provider does not pay the refund or credit the Service Agreement Holder's account before the 46th day after the date of the return of the Service Agreement to the provider, the provider is liable to the Agreement Holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

#### UTAH

This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Note: Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.

We may cancel this Agreement for the following reasons by sending to You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address:

1. We may cancel this Agreement for non-payment of the Agreement charge. Such cancellation will be effective 10 days after mailing of notice.
2. We may cancel this Agreement for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

SECTION THREE, C. EMERGENCY REPAIRS is amended to state that there is no limit on customer repair authorization.

The Arbitration Provision section of this Agreement is stricken in its entirety.

#### WYOMING

Our obligations under this Service Agreement are insured by a policy issued by the Insurance Company as noted on the Declarations Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. The provider of the Service Agreement shall mail a written notice to the Service Agreement Holder at the last known address of the Service Agreement Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. 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 the provider.

The Arbitration Provision section of this Agreement is stricken in its entirety.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS!  
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