

# AAA VEHICLE SERVICE CONTRACT

REGISTRATION PAGE

**NRSDTCA-**

## SERVICE CONTRACT HOLDER INFORMATION

CONTRACT #

|              |             |            |           |
|--------------|-------------|------------|-----------|
| NAME (FIRST) | NAME (LAST) | CELL PHONE | EMAIL     |
| ADDRESS      |             | CITY       | STATE ZIP |

## VEHICLE INFORMATION

NEW  USED

|     |                      |      |       |      |             |
|-----|----------------------|------|-------|------|-------------|
| VIN | PURCHASE PRICE<br>\$ | MAKE | MODEL | YEAR | CURRENT ODO |
|-----|----------------------|------|-------|------|-------------|

## SERVICE CONTRACT INFORMATION

|                               |                  |   |                        |                  |   |   |
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| TERM MONTHS                   | TERM MILES       | PURCHASE DATE<br>/ /  | EXPIRATION DATE<br>/ / | EXPIRATION MILES | Coverage under this Contract will expire on either the Expiration Date or Expiration Miles, whichever is reached first. Please see the Definitions section for additional details.  | COVERAGE LEVEL**<br><input type="checkbox"/> SILVER<br><input type="checkbox"/> GOLD<br><input type="checkbox"/> PLATINUM |
| CONTRACT PURCHASE PRICE<br>\$ | DEDUCTIBLE<br>\$ | *IF AN ASTERISK IS DENOTED NEXT TO THE DEDUCTIBLE AMOUNT, YOU MAY QUALIFY FOR A DISAPPEARING AND/OR REDUCED DEDUCTIBLE. PLEASE SEE THE DEDUCTIBLE DEFINITION HEREIN FOR MORE DETAILS. |                        |                  | **ONLY THE PARTS/COMPONENTS THAT ARE LISTED WITHIN THE COVERAGE LEVEL YOU SELECTED WILL BE COVERED, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. NOT ALL COVERAGE LEVELS ARE AVAILABLE IN ALL AREAS AND/OR SOLD BY ALL SELLERS. |   |

## SELLER INFORMATION

|             |          |                |
|-------------|----------|----------------|
| SELLER NAME | SELLER # | PHONE NUMBER   |
| ADDRESS     |          | CITY STATE ZIP |

## PREFERRED SERVICE LOCATION INFORMATION

|      |         |      |       |     |
|------|---------|------|-------|-----|
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## LIENHOLDER/PAYMENT PLAN PROVIDER INFORMATION

FINANCED  PAYMENT PLAN  CASH

|      |         |      |       |     |
|------|---------|------|-------|-----|
| NAME | ADDRESS | CITY | STATE | ZIP |
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INITIAL **MANDATORY WAITING PERIOD:** I understand that a 30 day and 1,000 mile Mandatory Waiting Period from the Purchase Date and Current Odometer applies to all Covered Services. The 30 days and 1,000 miles will be added onto the end of the Contract Term. **A claim cannot be filed during the Mandatory Waiting Period. Failures that occur during the Mandatory Waiting Period are NOT covered. Pre-existing conditions are NOT covered.**

INITIAL **PAYMENT PLAN PROVIDER (optional):** If this Contract was purchased on a Payment Plan, the Seller/Payment Plan Provider shall be entitled to any refunds resulting from cancellation of this Contract for any reason, including repossession or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Contract; no refund will be due and no claims will be authorized.

**By signing below, I acknowledge, understand, and agree to all of the terms and conditions described in this Contract. I understand my rights under the Dispute Resolution/Arbitration Agreement and Class Action Waiver section and understand the opt-out instructions. I understand the limited applicability of the federal Magnuson-Moss Warranty Act, stated herein. I understand that the purchase of this Contract is voluntary and not required for purchasing, leasing, or financing this Vehicle.**

**PRIOR AUTHORIZATION MUST BE OBTAINED FROM US PRIOR TO STARTING ANY REPAIRS TO THE VEHICLE.**

## SIGNATURES

|                                   |      |                  |      |
|-----------------------------------|------|------------------|------|
| SERVICE CONTRACT HOLDER SIGNATURE | DATE | SELLER SIGNATURE | DATE |
|-----------------------------------|------|------------------|------|

All benefits are administered by: **AXIOM PRODUCT ADMINISTRATION INC. (FL LICENSE # 22-473835621)**

Administrative Address: **1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368**

For assistance, call: **(844) 878-9431**

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## SERVICE CONTRACT INFORMATION

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## SELLER INFORMATION

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## PREFERRED SERVICE LOCATION INFORMATION

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## LIENHOLDER/PAYMENT PLAN PROVIDER INFORMATION

FINANCED  PAYMENT PLAN  CASH

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Administrative Address: **1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368**

For assistance, call: **(844) 878-9431**

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All benefits are administered by: **AXIOM PRODUCT ADMINISTRATION INC. (FL LICENSE # 22-473835621)**

Administrative Address: **1 PROGRESS POINT PARKWAY, SUITE 101, O'FALLON, MO 63368**

For assistance, call: **(844) 878-9431**

## DEFINITIONS

**ACTUAL CASH VALUE:** The average retail value of Your Vehicle, as determined using the current region specific J.D. Power Official Used Car Guide (or an equivalent national or regional guide), with appropriate adjustments for mileage, condition, and/or optional equipment.

**ADMINISTRATOR, WE, US, AND OUR:** Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 878-9431.

**BREAKDOWN:** Any original or like replacement part (that is covered by this Contract) that incurs a mechanical failure which prevents it from performing its intended function(s), provided the Vehicle has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. Failure may be due to defects, faulty workmanship, or Wear & Tear. **Breakdown does NOT include the gradual reduction in operating performance caused by Wear & Tear, where a failure has not occurred.**

**COMMERCIAL USE:** Any vehicle that is: regularly operated by multiple drivers (non-Family), part of a fleet, or used for police or law enforcement services; fire, ambulance, or emergency services; taxi, limousine, or shuttle services; newspaper, mail, package, or goods delivery; rental services; construction; security services; snow removal or plowing; cable or line installation; or livery or hauling for hire. **Coverage is NOT provided under this Contract for Commercial Use of a Vehicle, according to the terms and conditions herein.**

**CONTRACT:** This Vehicle Service Contract, which You have purchased for Your Vehicle.

**CONTRACT TERM:** The term of this Contract is determined by adding the Purchase Date and Current Odometer to the Mandatory Waiting Period. Coverage begins after the Mandatory Waiting Period ends and expires upon the expiration of the number of Term Months or Term Miles listed on the Registration Page of this Contract, **whichever occurs first. Mandatory Waiting Period applies.**

**COST:** The reasonable and customary charges for the parts and labor necessary to repair or replace the Covered Parts. These charges shall not exceed the Manufacturer's Suggested Retail Price (MSRP) for parts and/or labor allowances derived from nationally recognized labor time allowance publications. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.

**COVERAGE LEVEL:** The level of coverage that You choose will determine the Covered Parts that will be eligible for coverage, under the terms and conditions of this Contract. Your Coverage Level is listed in the Service Contract Information section of the Registration Page.

**COVERED PARTS:** The parts stated in the What Your Contract Covers section, based upon the Coverage Level You selected. **At Our discretion, replacement parts used in Covered Services may include new, remanufactured, refurbished, non-original equipment, manufacturer's parts, parts of the same like, kind, and quality (LKQ) (when available and as deemed necessary by Us), or used parts that meet the quality standards of the Repair Facility or Us.**

**COVERED SERVICES:** The repairs, replacements, and/or services covered by this Contract. We shall have payment obligations to a Service Provider, Repair Facility, and/or You for authorized Covered Services, in accordance with the terms and conditions of this Contract. You shall be solely responsible for any incurred expenses above the stated Occurrence limits or for any non-covered benefit expenses.

**CURRENT ODOMETER:** The actual mileage that is registered on the odometer of Your Vehicle on the Contract Purchase Date.

**DEDUCTIBLE:** The amount You must pay for Covered Services per visit. This amount must be paid each time You make a claim and have an approved and authorized Covered Service performed. If a Warranty deductible charge is imposed by the manufacturer, this Contract will pay the manufacturer's deductible. The Deductible is listed in the Subscription Service Contract Information section of the Registration Page. **The Deductible does not apply to Ancillary Benefits. In order to qualify for a Disappearing Deductible or Reduced Deductible, You must receive authorization from Us before any diagnosis and/or repair of the Breakdown begins. Your \$100 Deductible will be reduced to \$0, if Your Vehicle is repaired at a AAA Club Owned Repair Facility, and reduced to \$50, if Your Vehicle is repaired at a AAA Approved Repair Facility.**

**EFFECTIVE DATE:** The date in which Your coverage becomes effective. It is determined by adding the Mandatory Waiting Period to the Purchase Date.

**EXPIRATION DATE:** The date in which this Contract is set to expire. This is indicated in the Service Contract Information section of the Registration Page. This Contract will also be deemed expired/exhausted, if You reach the Expiration Miles stated on the Registration Page or the aggregate total of the benefits paid/payable under this Contract exceeds the limits, as set forth in the Limits of Liability section.

**EXPIRATION MILES:** The total number of miles Your Vehicle may reach before this Contract is set to expire. This is indicated in the Service Contract Information section of the Registration Page. This Contract will also be deemed expired/exhausted, if You reach the Expiration Date stated on the Registration Page or the aggregate total of the benefits paid/payable under this Contract exceeds the limits, as set forth in the Limits of Liability section.

**FAMILY:** Includes You, Your spouse/domestic partner (one of two adults residing in the same household), and any dependent children who are 25 years old or younger and reside in Your household or attend college.

**GROSS VEHICLE WEIGHT RATING (GVWR):** The maximum operating weight of a Vehicle as specified by the manufacturer, including the Vehicle's chassis, body, engine, engine fluids, fuel, accessories, driver, passengers, and cargo (payload), but excluding that of any trailers.

**MANDATORY WAITING PERIOD:** A 30 day and 1,000 mile Mandatory Waiting Period from the Purchase Date and Current Odometer applies to all Covered Services. The Mandatory Waiting Period will be added onto the end of the Contract Term.

**OBLIGOR:** Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO 63368, (844) 878-9431.

**OCCURRENCE:** The one time use of one Covered Service.

**PURCHASE DATE:** The date in which You purchased this Contract. It is listed on the Registration Page in the Service Contract Information section.

**PRE-EXISTING CONDITION:** Any issue that relates or could relate to coverage under this Contract that existed prior to the Purchase Date of this Contract. Issues would include any condition that would have been obvious and apparent to the dealer when the Vehicle was inspected and/or by You at the time of purchase.

**REPAIR FACILITY:** An authorized service center or licensed repair facility. **Repairs performed by any facility must receive authorization from Us prior to beginning repairs.**

**SELLER:** The entity You purchased Your Contract from, as identified on the Registration Page in the Seller Information section.

**SERVICE PROVIDER:** An independent contractor that is hired to perform certain Covered Services provided to You under this Contract. We assume no liability for any damage to Your Vehicle, Your personal items left in Your Vehicle, or Your property, resulting from the rendering of Covered Services. Any claims for damage must be filed against the Service Provider and/or Repair Facility.

**VEHICLE:** The covered Vehicle listed in the Vehicle Information section of the Registration Page.

**WARRANTY:** Any warranty issued to the Vehicle by the Original Equipment Manufacturer (OEM), Certified Warranty Provider, Repair Facility, Dealer, or other Automotive Distributor, including, but not limited to an OEM warranty, state required dealer warranty, or a Repair Facility's guarantee.

**WEAR & TEAR:** The gradual reduction in Your Vehicle's performance due to regular use, despite being properly maintained.

**YOU OR YOUR:** The customer named as the Service Contract Holder on the Registration Page.

## WHAT YOUR CONTRACT COVERS SILVER COVERAGE LEVEL (INCLUDES ITEMS 1-8)

- 1. ENGINE: Gasoline Engine** - Engine block heater, cylinder block, and all internally lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion plugs, connecting rods, wrist pins, pistons, piston rings, camshaft and bearings, followers, cam tower, lifters, cylinder head, valves and guides, valve seats, valve springs and retainers, rocker arms, push-rods, timing chain housing, timing chain and sprockets, timing belt tensioner, intake and exhaust manifolds, flywheel/flex plate, balance shafts, harmonic balancer and retaining bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, oil pump pick up and drive, engine oil cooler hoses, engine oil sending unit, engine mounts, water pump, temperature sending unit, fuel pump, vacuum pump, dipstick and dipstick tube, ignition coil, fuel injectors, fuel filler neck, filler neck hose, seals, gaskets, fluids, and fasteners for the above listed components.
- 2. TURBOCHARGED/DIESEL ENGINES:** All of the above listed parts plus: turbocharger, waste gate controller, intercooler, compressor, clutch and pulley, fuel supply pump, injection pump, lines and nozzles.
- 3. ENGINE COOLING:** Radiator, mounting brackets and coolant recovery tank, fan clutch, fan motor and blades, fan shroud, heater core, transmission cooler, low coolant sensor, heater control valve, temperature sensor and relay, seals, gaskets, fluids, and fasteners for the above listed components.
- 4. TRANSMISSION: AUTOMATIC** - Transmission case and all internally lubricated parts including: oil pump, valve body, torque converter, main shaft, governor, clutches, bands, drums, gear sets, chain and sprockets, bearings, bushings, sealing rings, solenoids, electronic shift control

unit, transmission mounts, cooler, cooler hoses and hard lines, vacuum modulator, dipstick and tube, seals, gaskets, fluids, and fasteners for the above listed components.

5. **TRANSMISSION: STANDARD** – Transmission case and all internally lubricated parts including: main shaft, gear sets, shift forks, transmission mounts, synchronizers, chain and sprockets, bearings, bushings, electronic and vacuum engagement components, seals, gaskets, fluids, and fasteners for the above listed components.
6. **FRONT WHEEL DRIVE:** Transfer case/Drive axle housing and all internally lubricated parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, locking hub assembly (4 X 4), transfer case mount, drive shaft support, seals, gaskets, fluids, and fasteners for the above listed components.
7. **REAR WHEEL DRIVE:** Drive axle housing and all internally lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, rear hub bearings, propeller shafts, universal joints, drive shaft support, seals, gaskets, fluids, and fasteners for the above listed components.
8. **AIR CONDITIONING:** Compressor (electric) and mounting brackets, clutch and pulley, condenser, orifice tube, serpentine belt tensioner, POA valve, expansion valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-rings, heated/cooled seats, freon refrigerant (if necessary) in conjunction with a covered repair, seals, gaskets, fluids, and fasteners for the above listed components.

#### **GOLD COVERAGE LEVEL (INCLUDES ITEMS 1-16)**

9. **ON-BOARD MODULES/RELAYS/SENSORS/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/servo and engagement switch, electronic controlled suspension modules and all related sensors/relays, all Vehicle avoidance modules and all related sensors/relays.
10. **STEERING:** Housing/case/cylinder and all internally lubricated parts including: rack and pinion valve assembly, sector shaft, rack mounts and cushions, inner/outer tie rod ends, bellows/boots, speed sensor, steering gear assembly, pitman arm, all shafts/couplings, sealing rings, bearings, bushings, center link, idler arm, electric and power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and lines, couplings, seals, gaskets, fluids, and fasteners for the above listed components. **THIS COVERAGE DOES NOT INCLUDE REAR WHEEL STEERING COMPONENTS.**
11. **SUSPENSION:** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including: dust boots, steering knuckle/spindle, wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, king pins, seals, gaskets, fluids, and fasteners for the above listed components. Front and Rear Wheel Alignment will also be included where required to complete covered repairs.
12. **BRAKES:** Master cylinder, assist booster, wheel cylinders, combination valve, front and rear brake calipers/actuators, hard lines and fittings, backing plates, springs and clips, retainers and self-adjusters, parking brake linkage and cables, anti-lock brake system, seals, gaskets, fluids, and fasteners for the above listed components.
13. **ELECTRICAL:** Instrument cluster including: speedometer, odometer, tachometer and all gauges, warning lights, factory burglary alarm, electronic entry systems including remote entry receiver, sunroof motor, power antenna motor, headlight motors, power trunk release motor, power seat motor, power window motors, regulators, and switch, power sliding door motor and switch, power door lock actuators and switch, power mirror motor, window defrosters (front and rear), wiper motor, windshield washer pump, relay, and switch, distributor, heater - A/C blower motor, convertible top motor, brake light switch, backup light switch, neutral safety switch, cigarette lighter, clock, horn, alternator, voltage regulator, and starter.
14. **HYBRID/PLUG-IN ELECTRIC:** 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), and seals and gaskets for the above listed components.
15. **ENTERTAINMENT/NAVIGATION:** GPS/Navigation system, night vision system, and video components including: TV, DVD, DVR, Bluetooth, and Video Game Player. **THIS COVERAGE APPLIES TO FACTORY INSTALLED UNITS ONLY AND DOES NOT INCLUDE CLEANING/ADJUSTING, PROGRAMING, OR UPDATES.**
16. **CHASSIS:** Heated steering wheel, door handles, door hinges, door latches, ashtrays, hood latch release mechanism, hood struts, hood hinges, hood torsion bars, rear hatch hinges, rear hatch latches, rear hatch release mechanism, glove box hinges, glove box latch, and glove box lock.

#### **PLATINUM COVERAGE LEVEL (INCLUDES ITEMS 1-17)**

17. Any part that experiences a Breakdown during the Contract Term, **except for any parts specifically excluded in this Contract and/or listed in the Exclusions section of this Contract.**

#### **ANCILLARY BENEFITS**

1. **RENTAL CAR OR ALTERNATIVE TRANSPORTATION REIMBURSEMENT:** In the event Your Vehicle is kept overnight for a Covered Service, You may be reimbursed for up to 5 days, at \$50 per day (\$250 maximum benefit), for rental car or alternative transportation reimbursement expenses You incur. Alternative transportation includes a taxi, car service, rideshare (such as Uber, Lyft, etc.), train fare, or bus fare. **You must pay for Your rental car/alternative transportation expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of the Occurrence. Rental car/alternative transportation reimbursement is not covered for shop scheduling or shop delays.**
2. **TRIP INTERRUPTION REIMBURSEMENT:** In the event of a Breakdown or Vehicle disablement resulting in a Covered Service for Your Vehicle, We will reimburse You for motel/hotel lodging and restaurant expense incurred, providing You are in excess of 100 miles from Your primary residence. Such expenses shall be limited to \$150 per day and \$450 per Occurrence. **You must pay for Your lodging and restaurant expenses in full and then provide a paid-in-full receipt, plus a copy of the qualifying repair order showing completed work, for reimbursement consideration. All receipts must be submitted to Us within 45 days of the Occurrence. Reimbursement is limited to downtime for Covered Services and ends at the date of repair completion.**

#### **YOUR RESPONSIBILITIES**

**PREVENT FURTHER DAMAGE:** In the event of a Breakdown, You must take immediate action to prevent further damage to the Vehicle. This Contract does NOT cover damage caused by continued operation of the Vehicle in a failed state or neglecting to repair a failed component in a timely manner.

**MAINTENANCE REQUIREMENTS:** In order to receive benefits under the terms of this Contract, You must have the Vehicle checked and serviced according to the manufacturer's recommendations and maintain verifiable receipts for the maintenance services performed. If You perform the maintenance services, then You must maintain verifiable receipts showing purchase of all parts and materials necessary to perform the maintenance services, along with a statement showing the date on which they were performed. We may require that You submit proof of maintenance services, when a claim is filed and failure to do so may result in denial of coverage.

**LOW MILEAGE DRIVER NOTIFICATION:** IF YOUR VEHICLE IS DRIVEN LESS THAN 10,000 MILES PER YEAR, IT IS RECOMMENDED THAT YOU HAVE SERVICES PERFORMED EVERY 6 MONTHS (+/- 1 MONTH) TO MAINTAIN YOUR PROGRAM BENEFITS.

**SUBROGATION:** If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for any loss, if You impair these rights to recover. Your rights to recover from others may not be waived. IF THE BREAKDOWN IS COVERED UNDER ANY OTHER OEM, DEALER, DISTRIBUTOR WARRANTY, SERVICE CONTRACT, RECALL, OR REPAIR ADJUSTMENT (COLLECTIVELY "OTHER COVERAGE"), WE SHALL BE RESPONSIBLE FOR ANY REMAINING BALANCE, AFTER ALL PAYMENTS DUE UNDER THE OTHER COVERAGE HAVE BEEN PAID.

## COVERAGE LIMITS

- 1. CONTRACT COVERAGE:** In the event of Breakdown of a Covered Part, We agree to pay for or reimburse You for Covered Services and the Cost of parts and labor to repair or replace a Covered Part, less the applicable Deductible, subject to the terms, conditions, and limitations herein.
- 2. LIMITS OF LIABILITY:** For any one repair visit, all benefits paid or payable shall not exceed the Actual Cash Value of Your Vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during this Contract Term shall not exceed the value of Your Vehicle, on the date You purchased this Contract, or \$15,000.00, whichever is less. If You purchased this Contract for a NEW Vehicle, the value of Your Vehicle will be based upon the Manufacturer's Suggested Retail Price (MSRP). If You purchased this Contract for a USED Vehicle, the value of Your Vehicle will be determined by the J.D. Power Official Used Car Guide (or an equivalent national or regional guide) available for Your Vehicle based on Your zip code.
- 3. DIAGNOSTICS COVERAGE:** We will pay for reasonable, necessary, and customary diagnostic charges incurred in conjunction with a Covered Service, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS NOT A COVERED SERVICE OR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**
- 4. CONSEQUENTIAL DAMAGE COVERAGE:** We will pay for the replacement of brake pads, belts, and hoses that are damaged and require replacement as a direct result of a Breakdown and an authorized Covered Service. This coverage includes disc brake rotors or brake drum resurfacing. **Consequential Damage to any other part(s) is expressly excluded from coverage under this Contract.**
- 5. FLUID COVERAGE:** We will pay for replacement of necessary fluids, oils, grease, and lubricants and approved A/C gases that must be replaced in conjunction with a Covered Service. **THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR ADDITIONAL SHOP SUPPLIES.**

## EXCLUSIONS

This Contract will **NOT PAY** or reimburse You for any part or condition excluded throughout this Contract or for:

- 1. ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.**
- 2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.**
- 3. ANY CLAIM THAT IS NOT REPORTED TO US WITHIN 45 DAYS FROM THE DATE OF THE COMPLETED COVERED REPAIR, REPLACEMENT, OR SERVICE.**
- 4. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A MANUFACTURER DEFECT.**
- 5. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY A COLLISION/AUTO ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, ACT OF FRAUD, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, THE LACK OF PROPER MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS/ADDITIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.**
- 6. THE FAILURE OF ANY PART NOT COVERED UNDER THIS CONTRACT.**
- 7. ANY REPAIRS, REPLACEMENTS, OR SERVICES COVERED BY A DEALER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).**
- 8. LIABILITY FOR ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN THE ANCILLARY BENEFITS SECTION), DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.**
- 9. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE PURCHASE DATE OF THIS CONTRACT. THESE ARE NOT INCLUDED UNDER ANY CIRCUMSTANCE.**
- 10. ANY NON-U.S./CANADIAN SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE, THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED/SURRENDERED, THAT IS NO LONGER IN YOUR POSSESSION, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON. A VEHICLE THAT IS ORIGINALLY TITLED IN CANADA AND IMPORTED TO THE U.S. IS PERMISSIBLE, ASSUMING THE VEHICLE IS PROFESSIONALLY CONVERTED TO MEET U.S. SAFETY STANDARDS AND REGULATIONS. ACCEPTANCE OF THE CONVERTED VEHICLE IS NOT DEPENDENT UPON AN ACTIVE MANUFACTURER'S WARRANTY.**
- 11. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS, REPLACEMENTS, OR SERVICES WERE NOT PERFORMED AS DESCRIBED, AT THE TIME OF AUTHORIZATION.**
- 12. ANY DAMAGE CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSIONS, LIGHTNING, EARTHQUAKES, HURRICANES, TORNADOES, HAIL, FIRES, WINDSTORMS, WATER, FLOODS, SUBMERSION, FREEZING TEMPERATURES, VANDALISM, RIOTS, GUN FIRE, TARGETED ATTACKS, BRANDISHING/DISCHARGING OF WEAPONS, BODILY FLUIDS, CIVIL COMMOTION, LABOR DIFFICULTIES, MALICIOUS MISCHIEF, ACTS OF GOD, NATURAL DISASTERS, ETC.**
- 13. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED SERVICE WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATION, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.**
- 14. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.**
- 15. ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE UNDER THE COVERAGE LIMITS SECTION.**
- 16. THE GRADUAL REDUCTION IN A COVERED PART'S OPERATING PERFORMANCE, WHERE A BREAKDOWN HAS NOT OCCURRED, INCLUDING LEAKAGE FROM SEALS AND GASKETS.**
- 17. ANY BREAKDOWN CAUSED BY CONTAMINATION, RUST, RESIDUE, SLUDGE, RESTRICTED OIL FLOW, CORROSION, DETERIORATION DUE TO THE PASSAGE OF TIME, ELECTROLYSIS, OVERHEATING, AND/OR THE LACK OF COOLANTS/LUBRICANTS.**
- 18. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE CONTRACT TERM, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.**
- 19. BATTERY AND BATTERY CABLE/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, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, ALL EXHAUST COMPONENTS, AND THE FOLLOWING EMISSION COMPONENTS: HOSES, LINES, CATALYTIC CONVERTER/FILTERING, EMISSION VAPOR SENSORS; WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED SERVICE).**
- 20. ANY CLAIM, IF YOUR VEHICLE HAS A GROSS VEHICLE WEIGHT RATING OVER 16,000 LBS.**
- 21. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, OR RENTAL PURPOSES.**
- 22. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMMERCIAL USE.**
- 23. ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS/USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE AND/OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS.**
- 24. ANY CLAIM FOR A BREAKDOWN THAT OCCURS DURING THE MANDATORY WAITING PERIOD.**

## HOW TO MAKE A CLAIM

In the event of a Breakdown **DURING NORMAL BUSINESS HOURS**, You must:

1. Take immediate action to prevent any further damage to Your Vehicle.
2. Contact Us at (844) 878-9431 for repair network appointments, prior authorization, and a claim number for any claim, **BEFORE ANY WORK IS COMMENCED**.
3. Take Your Vehicle to an authorized service center or licensed Repair Facility and provide this Contract or Contract number, when required and possible.
4. Provide "tear down authorization" when requested by Us, so that the Repair Facility can provide an accurate diagnosis and repair estimate. You will be responsible for any charges associated with the tear down, if it is determined that the Breakdown is not a Covered Service under this Contract.
5. Provide Us with any documents that are required to facilitate Your claim within 45 days of the completed Covered Service. You may do so by mailing them to: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368. You may also scan Your documents and email them to [programclaims@axiomadmin.com](mailto:programclaims@axiomadmin.com) or FAX them to (636) 614-0519.

Pre-authorization is granted based on the information We are provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs, replacements, or services covered under this Contract. Any additional amounts must receive prior authorization from Us.

In the event of a Breakdown **OUTSIDE NORMAL BUSINESS HOURS**, You may either elect to wait for authorization or proceed with repairs, replacements, or services. If You proceed with repairs, replacements, or services without Our prior authorization, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon Our request, and 2) You must contact Us within 2-3 business days. If You are not able to contact Us within this time frame, it may impact reimbursement consideration. You will be responsible for repair Costs, if it is determined that the Breakdown was not a Covered Service under this Contract. All claim documentation must be received within 30 days of a completed Covered Service to be eligible for payment.

## CANCELLATION

1. **CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.
2. **CANCELLATION BY US:** We may cancel this Contract during the first 30 days of the Purchase Date for any reason. After 30 days of the Purchase Date, We may cancel this Contract based on one or more of the following reasons:
  - (a) non-payment of the Contract Purchase Price;
  - (b) a material misrepresentation made by You; or
  - (c) a substantial breach of duties by You relating to the Vehicle or its use. Breach of duties may include acts of fraud, omission, violation of any condition in this Contract, etc.If We cancel this Contract within the first 30 days of the Purchase Date for any reason other than non-payment of the Contract Purchase Price, We will refund Your entire Contract Purchase Price. If We cancel this Contract after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.
3. **LIENHOLDER RIGHTS:** If a Lienholder is listed on the Registration Page, then the Lienholder will be named on the refund check. If the Vehicle and this Contract have been financed, the Lienholder shown on the Registration Page may cancel this Contract if the Vehicle is declared a total loss, if the Vehicle is repossessed, or for non-payment. If the Lienholder cancels this Contract, they shall have the right to receive any portion of the refund amount. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.

## TRANSFER

You may transfer this Contract to another owner but not to another Vehicle. To transfer this Contract You must mail the following items to Us within 30 days of transfer of Vehicle ownership:

- (1) a completed transfer form (or a letter showing Your authorization to transfer);
- (2) a Bill of Sale to the Transferee (New Vehicle Owner) (or a letter stating the sale of the Vehicle that contains the name and address of the Transferee);
- (3) a legible copy of the front page of this Contract; and
- (4) a check for \$50 payable to Us, for the transfer fee.

**This Contract may not be transferred to any person/entity in the business of selling or leasing motor vehicles. To request a transfer form please contact Our Customer Service Department either by calling (844) 878-9431 or by email at [contact@axiomadmin.com](mailto:contact@axiomadmin.com).**

**The right to transfer this Contract is only afforded to the original purchaser.**

**This Contract may not be transferred to another owner, if the original equipment manufacturer's limited Warranty is deemed non-transferable for any reason.**

## OBLIGATIONS

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt, or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

## 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 is a method of resolving any Claim without filing a lawsuit. In this Dispute Resolution/Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Contract), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Dispute Resolution/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 arising under or related in any way to this Contract, including but not limited to claims related to the underlying transaction giving rise to this Contract, claims related to the sale or fulfillment of this Contract, and claims against any third-party (including the Seller and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Contract or the underlying transaction or the sale or fulfillment of this Contract (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 agreement, 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, successors, or assigns. 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 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 in any way to this Contract.

The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to this Dispute Resolution/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 Dispute Resolution/Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law.

**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.**

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](http://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 Contract 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](http://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 Dispute Resolution/Arbitration Agreement and Class Action Waiver and the other provisions of this Contract or any other agreement, this Dispute Resolution/Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION: YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN 30 DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLER).** To opt out, You must send written notice to either: (1) 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368, Attn: Legal or (2) [legal@axiomadmin.com](mailto:legal@axiomadmin.com), with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

#### PRIVACY POLICY

We are committed to user privacy. For information on how We collect, use, and disclose Your personal information, please review Our Privacy Policy at [axiomadmin.com/privacy-policy](http://axiomadmin.com/privacy-policy).

#### LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for the Vehicle. Therefore, this Contract shall have no bearing on Your decision to purchase the covered Vehicle. Furthermore, the Administrator of this Contract is NOT the supplier of the covered Vehicle. Consequently, this Contract is NOT a "written warranty" under the federal Magnuson-Moss Warranty Act. As a result, this Contract is NOT subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".

#### LIMITATION OF LIABILITY

**NOT ALL VEHICLES QUALIFY FOR COVERAGE UNDER THIS CONTRACT. IF YOU ARE SOLD THIS CONTRACT IN ERROR (INCLUDING, BUT NOT LIMITED TO, ANY SALE THAT IS A RESULT OF A MISREPRESENTATION BY THE SELLER TO YOU), NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR ANY CLAIMS, UNDER THE TERMS AND CONDITIONS HEREIN. HOWEVER, YOU WILL BE ENTITLED TO RECEIVE A FULL REFUND OF THE CONTRACT PURCHASE PRICE, IF THE VEHICLE LISTED ON REGISTRATION PAGE OF THIS CONTRACT IS INELIGIBLE FOR COVERAGE, UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT. THE FOREGOING REPRESENTS THE**

**OBLIGOR AND ADMINISTRATOR'S SOLE AND EXCLUSIVE LIABILITY TO YOU, IF THIS CONTRACT IS SOLD FOR AN INELIGIBLE VEHICLE. FOR ALL ELIGIBLE VEHICLES, THIS CONTRACT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACTS OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY, OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS CONTRACT.**

#### STATE AMENDMENTS

**These special state disclosures apply, if Your Contract was delivered in one of the following states. STATE LAW: If any disclosure in this Contract conflicts with the laws of the state in which it was issued, the disclosure is hereby amended to conform to the state law. The remaining disclosures in this Contract will remain in full force.**

**ALABAMA:** Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to void this Contract only applies to You and only if no claim has been made. A 10% per month penalty shall be added to any refund that is not paid or credited within 45 days after the return of this Contract to Us. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less a \$25 administrative fee.
- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Contract Purchase Price; (b) a material misrepresentation made by You; or (c) a substantial breach of duties by You relating to the Vehicle or its use. If We cancel this Contract, We will refund You 100% of the Contract Purchase Price. If We cancel this Contract for any reason other than non-payment or material misrepresentation, We shall mail a written notice of cancellation to You at Your last known address at least 5 days prior to the cancellation effective date.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:  
Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

**ALASKA:** The Your Responsibilities section is amended by deleting the Subrogation portion in its entirety.

Exclusions section item 3. is deleted in its entirety.

The How to Make a Claim section is deleted and replaced with the following:

**In the event of a Breakdown DURING NORMAL BUSINESS HOURS, You must:**

- 1. Take immediate action to prevent any further damage to Your Vehicle.**
- 2. Contact Us at (844) 878-9431 for repair network appointments, prior authorization, and a claim number for any claim, BEFORE ANY WORK IS COMMENCED.**
- 3. Take Your Vehicle to an authorized service center or licensed Repair Facility and provide this Contract or Contract number, when required and possible.**
- 4. Provide "tear down authorization" when requested by Us, so that the Repair Facility can provide an accurate diagnosis and repair estimate. You will be responsible for any charges associated with the tear down, if it is determined that the Breakdown is not a Covered Service under this Contract.**
- 5. Provide Us with any documents that are required to facilitate Your claim within 45 days of the completed Covered Service. You may do so by mailing them to: Axiom Product Administration Inc., 1 Progress Point Parkway, Suite 101, O'Fallon, MO, 63368. You may also scan Your documents and email them to programclaims@axiomadmin.com or FAX them to (636) 614-0519.**

**Pre-authorization is granted based on the information We are provided. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs, replacements, or services covered under this Contract. Any additional amounts must receive prior authorization from Us.**

**In the event of a Breakdown OUTSIDE NORMAL BUSINESS HOURS, You may either elect to wait for authorization or proceed with repairs, replacements, or services. If You proceed with repairs, replacements, or services without Our prior authorization, You will be reimbursed for incurred expenses in accordance with all terms, conditions, exclusions, and restrictions of this Contract. In order to be eligible for reimbursement, 1) the damaged part(s) must be retained for inspection upon Our request, and 2) You should contact Us within 2-3 business days (or as soon as reasonably possible). You will be responsible for repair Costs, if it is determined that the Breakdown was not a Covered Service under this Contract. You should submit all documentation required to facilitate Your claim to Us within 30 days, or as soon as reasonably possible, of a completed Covered Service. No claim will be denied for timeliness, unless the late reporting shows prejudice against Us.**

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. If You cancel this Contract within the first 60 days of the Purchase Date and if no claim has been made, We will refund Your entire Contract Purchase Price. The right to void this Contract only applies to You and only if no claim has been made. If You cancel this Contract after the first 60 days of the Purchase Date, or if a claim has been made in the first 60 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee not to exceed the lesser of \$50 or 7.5% of the unearned Contract Purchase Price. If We do not provide Your refund within 45 days of the effective date of cancellation a penalty in the amount of 10% of the unearned Contract Purchase Price will be added to Your refund for each month the refund remains unpaid.
- 2. CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
  - (a) non-payment of the Contract Purchase Price;
  - (b) a material misrepresentation made by You; or
  - (c) a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract, We will mail written notice at least 5 days before cancellation to You at Your last known address stating the effective date and the reason for cancellation. If We cancel this Contract and do not provide Your refund within 45 days of the effective date of cancellation a penalty in the amount of 10% of the Contract Purchase Price will be added to Your refund for each month the refund remains unpaid.

The Obligations section is amended by adding the following:

If We fail to provide a Covered Service under this Contract within 30 days after You notify Us of a claim, You are entitled to apply directly to the insurer for payment of Our obligation.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted and replaced with the following Appraisal Clause:

A motor vehicle policy, or a similar policy providing property coverage, or any other policy providing first party property, casualty, or inland marine coverage, issued or delivered in this state, must include an appraisal clause providing a contractual means to resolve a dispute between

the insured and the insurer over the value of a covered first party loss for real property, personal property, business property, or similar risks. If the insured and the insurer 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 10 days of the written demand, the insured and insurer must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 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 upon the insured and insurer. 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 upon the insured and insurer. 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 the rights of insureds or insurers or confer any rights to an insured or insurer.

**ARIZONA:** The Exclusions section is amended by adding the following:

Exclusions 11. and 19. will only apply if Your Vehicle becomes ineligible, after You have purchased this Contract.

Exclusions 5., 18., 21., and 22. are only applicable if the damage or loss occurred while You owned the Vehicle.

Exclusions section item 9. is deleted and replaced with the following:

**9. ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE OF THIS CONTRACT UNLESS SUCH CONDITIONS WERE KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE DEALER AT THE TIME OF SALE.**

Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days and if no claim has been made, We will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, or if a claim has been made in the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less a \$50 administrative fee or 10% of the gross amount paid by You, whichever is less.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048. In the event We cease to operate, are bankrupt or Your claim is not paid within 30 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

Arbitration does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09m, Unfair Trade Practices, as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Attn: Consumer Affairs. You may directly file any complaint with the A.D.O.I. against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., phone number 602-364-2499.

**ARKANSAS:** The Cancellation section is amended by adding the following:

If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048. In the event We cease to operate, are bankrupt or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company.

**COLORADO:** The Obligations section is deleted and replaced with the following:

Obligations under this Contract are guaranteed by reimbursement insurance policy number WIC-APA-SCRI-FD-010117 and SCRI-WIC-CP-0106 (03-16) issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**CONNECTICUT:** The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the expiration date will be automatically extended until the repair is complete.

The Cancellation section is amended by adding the following:

You may cancel this Contract at any time, including if You return the Vehicle or if the Vehicle is sold, lost, stolen, or destroyed.

The Obligations section is amended by adding the following:

You may file a claim with Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, New York 10038, (866) 505-4048, if We fail to perform according to the terms of this Contract.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

If We are unable to resolve any disputes with You regarding this Contract, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Vehicle, the cost to repair the Vehicle, and a copy of this Contract.

**DISTRICT OF COLUMBIA (D.C.):** Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 60 days and if no claim has been made, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 60 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 60 days or if a claim has been made in the first 60 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee not to exceed the lesser of \$50 or 10% of the Contract Purchase Price.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice to You at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation.

**FLORIDA:** The following disclosures are added to this Contract:

In Florida, the Vehicle Service Contract Provider is Axiom Product Administration Inc., Florida License #22-473835621, 1 Progress Point Parkway Suite 101, O'Fallon, MO 63368, (844) 878-9431.

**At Our discretion, replacement parts used in Covered Services may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

The following is added to the Notice To Consumer provision on the Registration Page:

You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Contract. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out in this Contract. You acknowledge that any misrepresentation on Your part may result in the denial of a claim.

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

**I agree and acknowledge that I have paid an additional fee for this Contract that is separate and apart from the Vehicle purchase price. Because of that separately stated consideration, I agree and acknowledge that this Contract is not part of the basis of the bargain for my purchase of the covered Vehicle. I further agree and acknowledge that the Administrator under this Contract is not the supplier of the covered Vehicle. Consequently, this Contract is not a "written warranty" under the federal Magnuson-Moss Warranty Act. As a result, this Contract is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty".**

The additional fee that is required for coverage under this Contract is completely separate from the purchase price You paid for the Vehicle. Therefore, this Contract shall have no bearing on Your decision to purchase the covered Vehicle. Furthermore, the Administrator of this Contract is NOT the supplier of the covered Vehicle.

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 60 days of the Purchase Date We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 60 days of the Purchase Date, We will refund You 100% of the unearned Contract Purchase Price, less an administrative fee of 5% of the Contract Purchase Price, not to exceed \$50, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be based on the unused Term Months.
- 2. CANCELLATION BY US:** We may cancel this Contract during the first 60 days of the Purchase Date for any reason. After 60 days of the Purchase Date We may cancel this Contract based on one or more of the following reasons:
  - (a) non-payment of the Contract Purchase Price, in which case We shall provide You a notice of cancellation by certified mail;
  - (b) a material misrepresentation made by You at the time of sale of this Contract;
  - (c) the odometer has been tampered with or disabled and You have failed to repair it; or
  - (d) You fail to maintain the Vehicle as prescribed by the manufacturer.

If We cancel this Contract within 60 days of the Purchase Date, We will refund you 100% of the Contract Purchase Price. If We cancel after 60 days of the Purchase Date, We will refund 90% the unearned Contract Purchase Price to You, less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.

**Transfer section item 4. is deleted and replaced with the following:**

**(4) a check for \$40 payable to Us, for the transfer fee.**

**GEORGIA:** The Registration Page is amended by adding the following:

Pre-existing conditions known to You are not covered under the terms and conditions of this Contract.

Exclusions section item 4. is removed in its entirety.

Exclusions section items 5., 9., 12., 17., and 18. are deleted and replaced with the following:

- 5. ANY LOSS, DAMAGE, OR EXPENSE CAUSED BY ACCIDENT(S) AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE MADE BY YOU OR WITH YOUR KNOWLEDGE NOT AUTHORIZED BY ITS MANUFACTURER.**
- 9. ANY PRE-EXISTING MECHANICAL PROBLEMS THAT EXISTED PRIOR TO THE PURCHASE DATE OF THIS CONTRACT AND WERE KNOWN TO YOU OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE FAILURE OF A NON-COVERED COMPONENT.**
- 12. COSTS OR EXPENSES IF THE UNIT HAS BEEN ABUSED OR NEGLECTED, OR ANY PART OF IT HAS BEEN SUBJECT TO ALTERATION OR ACCIDENT, OR FOR ANY ACCIDENTAL LOSS OR DAMAGE RESULTING FROM ROAD HAZARDS, COLLISION OR UPSET, FALLING MISSILES OR OBJECTS, FIRE SMOKE, OR SOOT, THEFT, ARSON, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, ICE, HAIL, WATER OR WATER INTRUSION, SUBMERSION, FLOOD, FREEZING OR ICE DAMAGE, CONTACT WITH A BIRD OR ANIMAL, BROKEN GLASS, DETONATION, PRE-IGNITION, CARBON OR CONTAMINATION OF ANY KIND, DISCHARGE OF A NUCLEAR WEAPON, CORROSION, RUST, ELECTROLYSIS, DETERIORATION DUE TO THE PASSAGE OF TIME, CONDENSATION, REVERSE POLARITY, FAILURE OR LOOSENING OF NUTS, FASTENERS, OR BOLTS, MALICIOUS MISCHIEF, VANDALISM, RIOT OR CIVIL COMMOTION, WAR, INSURRECTION, REBELLION, OR REVOLUTION, DAMAGE TO THE ENGINE BLOCK OR CYLINDER HEADS CAUSED BY OVERHEATING, FREEZING, OR WARPAGE, THROW OUT BEARING, CLUTCH ENGAGEMENT ARM AND PIVOT, CLUTCH DISC, AND PRESSURE PLATE, BATTERY CASE AND MOUNTING HARDWARE, PLUG-IN CABLE, TRICKLE CHARGER CABLE, PCV VALVES, FLEX PLATES, FLY WHEELS, CARPET, ASH TRAYS, CUP HOLDERS, OR IF THE UNIT IS A TOTAL LOSS, HAS BEEN REPOSSESSED, OR IS THE SUBJECT OF A REPOSSESSION ACTION, OR FROM ANY OTHER CAUSE WHATSOEVER EXCEPT AS OUTLINED IN THIS CONTRACT.**
- 17. ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, THE LACK OF COOLANTS/LUBRICANTS, OR RESTRICTED OIL FLOW.**
- 18. IF THE UNIT HAS AN ODOMETER, COSTS OR EXPENSES IF THE UNIT'S ODOMETER BREAKS OR BECOMES INOPERABLE OR UNRELIABLE FOR ANY REASON AND ODOMETER REPAIRS WERE NOT MADE IMMEDIATELY AT THE TIME OF FAILURE, OR IF THE ODOMETER HAS BEEN TAMPED WITH, DISCONNECTED, OR ALTERED IN ANY WAY WHILE OWNED BY YOU SUBSEQUENT TO THE PURCHASE DATE OF THIS CONTRACT.**

Cancellation section items 1., 2., and 3. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund.
- 2. CANCELLATION BY US:** We may only cancel for:
  - (a) non-payment of the Contract Purchase Price;
  - (b) a material misrepresentation made by You; or
  - (c) fraud.

If We cancel this Contract within 30 days of the Purchase Date, We will refund you 100% of the Contract Purchase Price. If We cancel after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles. If We cancel this Contract, We will provide any refund due on or before the effective date of cancellation. All cancellations shall be in accordance with O.C.G.A. § 33-24-44. A 10 day written notice of cancellation will be mailed to You at Your last known address if cancellation is for non-payment of policy premium.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted in its entirety.

**HAWAII:** Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your applicable refund within 45 days of the effective date of cancellation, a 10% penalty per month will be added to the amount of the refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less a \$50 administrative fee and less any paid or pending claims.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice to You at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation.

**IDAHO:** The following disclosure is added to this Contract:

Coverage afforded under this Contract is not guaranteed by the Idaho insurance guaranty association.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.

**ILLINOIS:** Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less a \$50 administrative fee, or 10% of the Contract Purchase Price, whichever is less.

**INDIANA:** The following disclosure is added to this Contract:

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

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

**IOWA:** The following disclosure is added to this Contract:

You may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel and receive a full refund only applies to the original purchaser and is non-transferable. A 10% penalty per month shall be added to a refund that is not paid within 30 days of the return of this Contract. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less 10% of the Contract Purchase Price or a \$50 administrative fee, whichever is less, and less any paid or pending claims. If You cancel we shall mail a written notice of cancellation to You within 15 days of the effective date of cancellation.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

**KENTUCKY:** The definition of Breakdown is deleted and replaced with the following:

**BREAKDOWN:** The failure of any original or like replacement part covered by this Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. Breakdown does not include the gradual reduction in operating performance caused by Wear and Tear.

**LOUISIANA:** The following disclosures are added to this Contract:

This Contract is not insurance and is not subject to Louisiana insurance law.

This Contract is not regulated by the Department of Insurance.

Any concerns or complaints regarding this Contract may be directed to the attorney general.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 60 days of the Purchase Date and if no claim has been made, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 60 days of the Purchase Date, or if a claim has been made in the first 60 days, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles. A 10% penalty per month shall be added to a refund that is not paid within 45 days of the return of this Contract.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

**MAINE:** Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days,

We will refund the entire Contract Purchase Price. The refund for cancellation by You during the first 30 days will include any sales tax refund required pursuant to state law. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice to You at least 15 day prior to the effective date of cancellation stating the date and reason for cancellation.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

**MARYLAND:** The following disclosure is added to this Contract:

If the Vehicle is in repair at the time this Contract expires, the Expiration Date will be automatically extended until the repair is complete. If We fail to perform as outlined in this Contract prior to the expiration of this Contract, this Contract will not terminate and the Expiration Date shall be extended until obligations are complete pursuant to the terms and conditions of this Contract.

The definition of Breakdown is deleted and replaced with the following:

**BREAKDOWN:** The repair, replacement, or maintenance of a motor vehicle, or the indemnification for the repair, replacement, or maintenance of a motor vehicle, for the operational or structural failure of the motor vehicle due to a defect in materials, workmanship, or normal wear and tear, with or without additional provisions for incidental payment of indemnity for services including towing, rental and emergency road service, and road hazard protection.

Exclusions section item 4. is removed in its entirety.

Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a penalty of 10% of the Contract Purchase Price per month will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

The Obligations section is deleted and replaced with the following:

Obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event the Obligor fails to pay any claim or make any refund or consideration due within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

**MASSACHUSETTS:** The following disclosure is added to this Contract:

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

Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

**MINNESOTA:** Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for any reason listed, We will mail written notice to You at least 5 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to You at least 15 days prior to the effective date of cancellation stating the date and reason for cancellation.

**MISSISSIPPI:** Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for non-payment, We will mail written notice to You at least 10 days prior to the effective date of cancellation stating the date and reason for cancellation. If We cancel this Contract for any other reason, We will mail written notice to You at least 30 days prior to the effective date of cancellation stating the date and reason for cancellation.

**MISSOURI:** Cancellation section item 1. is deleted and replaced with the following:

**1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer

statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims. If You cancel this Contract, We will mail written notice to you within 45 days of the date of cancellation.

The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

**NEVADA:** The following disclosures are added to this Contract:

If You are not satisfied with the manner We handle a claim, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

This Contract is non-renewable.

If You cancel this Contract, the cost of claims paid or services provided will not be deducted from any refund due to You, under any circumstances.

This is not an insurance contract.

**THIS CONTRACT CONTAINS A MANDATORY WAITING PERIOD. NO CLAIM MAY BE FILED WITHIN THE FIRST 30 DAYS FROM PURCHASE DATE AND 1,000 MILES FROM THE CURRENT ODOMETER. THIS CONTRACT IS NOT DESIGNED TO COVER PRE-EXISTING CONDITIONS, SO ANY FAILURE THAT OCCURS DURING THE MANDATORY WAITING PERIOD WILL NOT BE COVERED. ANY CLAIM THAT OCCURS AFTER THE MANDATORY WAITING PERIOD WILL BE PAID ACCORDING TO THE TERMS AND CONDITIONS HEREIN.**

Exclusions section item 10. is deleted and replaced with the following:

**10. THIS CONTRACT WILL NOT BE INITIALLY ISSUED TO ANY VEHICLE WHOSE ORIGINAL WARRANTY HAS EVER BEEN VOIDED BY THE MANUFACTURER. HOWEVER, IF THIS CONTRACT HAS ALREADY BEEN ISSUED AND THE MANUFACTURER'S WARRANTY BECOMES VOID DURING THE CONTRACT TERM, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. WE WILL NOT PROVIDE ANY COVERAGE THAT WOULD HAVE OTHERWISE BEEN PROVIDED UNDER THE MANUFACTURER'S WARRANTY. HOWEVER, WE WILL CONTINUE TO PROVIDE ANY OTHER COVERAGE UNDER THIS CONTRACT, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT.**

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund Your entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less a cancellation fee of \$25.
- 2. CANCELLATION BY US:** We may cancel this Contract for any reason within the first 30 days of the Purchase Date. After this Contract has been in effect for at least 30 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Contract Purchase Price; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the Purchase Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation. If We cancel this Contract We will refund you 100% of the Contract Purchase Price.

Transfer section item 3. is deleted and replaced with the following:

(3) a check for \$25 payable to Us, for the transfer fee.

**NEW HAMPSHIRE:** The following disclosure is added to this Contract:

In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-800-852-3416.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days of the Purchase Date, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You, less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted and replaced with the following:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at the time of the dispute. A judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration, unless the law of resident State, at the time of purchase, dictates otherwise. This provision is subject to RSA 542 or any civil action or alternative dispute resolution procedure brought in connection with the Contract must be brought in the courts of a jurisdiction other than New Hampshire.

**NEW JERSEY:** The following disclosure is added to this Contract:

The product 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.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a penalty of 10% of the Contract Purchase Price per month will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or

a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

**NEW MEXICO:** The following disclosure is added to this Contract:

You may contact the New Mexico office of Superintendent of Insurance at 1120 Paseo De Peralta 4th Fl, Santa Fe, NM 87501, Tel: (855) 427-5674.

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 70 days and if no claim has been made, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 70 days and receive a full refund, less any paid or pending claims, only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 70 days, or if a claim has been made in the first 70 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee not to exceed the lesser of \$50 or 10% of the Contract Purchase Price. If We fail to make a refund within 60 days after return of the Contract, We will pay a penalty of 10% of the Contract Purchase Price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.
- 2. CANCELLATION BY US:** We may cancel this Contract for any reason within the first 70 days of the Purchase Date. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds, and We will not charge a cancellation fee: (a) failure by You to pay the Contract Purchase Price; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the Purchase Date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the effective date of cancellation.

**NEW YORK:** Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 30 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50, and less any paid or pending claims.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract We will mail written notice to You at Your last known address stating the date and reason for cancellation at least 15 days prior to the effective date of cancellation. Written notice is not required if We cancel for non-payment of the Contract Purchase Price, a material misrepresentation, or a substantial breach of duties by You relating to the use of Your Vehicle.

**NORTH CAROLINA:** Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50 or 10% of the amount of the pro-rata refund, whichever is less, and less any paid or pending claims.

**OHIO:** The Obligations section is amended by adding the following:

You may also request payment from the insurer for any refund that We fail to pay within 60 days.

**OKLAHOMA:** The following disclosures are added to this Contract:

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Our service warranty association license number is 44201497.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. If You cancel this Contract after the first 30 days, We will refund 90% of the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less any paid or pending claims.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on both 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:** The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside or any other place agreed to in writing by You and Us, and will be in accordance with Oregon Law.

**SOUTH CAROLINA:** The following disclosure is added to this Contract:

In the event of a dispute between You and Us regarding this Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbus, South Carolina 29201 or 1-800-768-3467.

Cancellation section item 1. is deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice to You at least 15 days prior to the effective

date of cancellation stating the date and reason for cancellation.

**TEXAS:** The following disclosure is added to this Contract:

Unresolved complaints concerning providers and administrators or questions concerning the regulation of service contract providers and administrators may be addressed to the Texas Department of Licensing and Regulation, 920 Colorado St, Austin, TX 78701, Tel: (512) 463-6599. Please reference SCP License #692.

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50. If We do not provide Your refund within 45 days of the effective date of cancellation, a 10% per month penalty will be added to Your refund.
- 2. CANCELLATION BY US:** If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

The Obligations section is deleted and replaced with the following:

Obligations under this Benefit Program are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt or Your claim is not paid within 45 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: (866) 505-4048.

**UTAH:** The following disclosure is added to this Contract:

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Contract is not guaranteed by the Property and Casualty Guarantee Association.

The Registration Page is amended by adding the following:

If We do not provide, reimburse, or pay for a service on any claim under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Wesco Insurance Company for reimbursement, payment, or provision of the service.

The How To Make a Claim section is amended by adding the following:

Failure to give any notice or file any proof of loss within the time specified will invalidate a claim made by You, unless You show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract, We will mail written notice of cancellation to You at least 30 before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the Contract Purchase Price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You.

Cancellation section item 3. is amended by adding the following:

A lienholder may only cancel this Contract if You default and the cancellation will take effect 13 days after notice of cancellation is mailed to Your last known address stating the effective date of cancellation.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted and replaced with the following:

Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence.

**VIRGINIA:** The following disclosure is added to this Contract:

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

**WASHINGTON:** The following disclosures are added to this Contract:

The commissioner is the Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

This Contract will not provide coverage for: Any pre-existing or for any damage occurring before Coverage takes effect or prior to the 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.

This Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Your permanent residence.

**The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within 90 days of the purchase date of the Vehicle from a provider or service contract seller who also sold the Vehicle covered by this Contract.**

By initialing below, You acknowledge that You have reviewed with the Seller all product coverage sub-sections of this Contract which disclose the Contract Term, What Your Contract Covers, Your Responsibilities, Limits of Liability, Exclusions, How To Make a Claim, Cancellation and Transfer conditions.

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Customer Initials

Exclusions section item 2. is deleted and replaced with the following:

- 2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US, WITH THE EXCEPTION OF EMERGENCY REPAIRS REQUIRED OUTSIDE OF NORMAL BUSINESS HOURS.**

Cancellation section items 1. and 2. are deleted and replaced with the following:

- 1. CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Seller or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 60 days of the Purchase Date and if no claim has been made, We will refund Your entire Contract Purchase Price. If You cancel this Contract after the first 60 days of the Purchase Date, or if a claim has been made in the first 60 days, We will refund the unearned Contract Purchase Price to You, less a \$25 administrative fee and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles. If We do not provide Your refund within 30 days

of the effective date of cancellation a 10% penalty will be added to Your refund.

- CANCELLATION BY US:** We may cancel this Contract during the first 60 days of the Purchase Date for any reason. After 60 days of the Purchase Date We may NOT cancel this Contract. If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, We will mail you written notice stating the reason for cancellation at least 30 days prior to cancellation and We will refund You 100% of the Contract Purchase Price. If this Contract is cancelled for non-payment of the Contract Purchase Price, no refund will be due to You.

The Obligations section is deleted and replaced with the following:

Our obligations under this Contract are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038, Tel: (866) 505-4048. You are entitled to apply directly to Wesco Insurance Company for a refund, payment, or performance due. The policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-APA-SCRI-WA-010121.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted in its entirety.

**WISCONSIN:** The following disclosure is added to this Contract:

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

The Subrogation portion of the Your Responsibilities section is deleted and replaced with the following:

**SUBROGATION:** If You have rights to recover all or part of any payment We have made under this Contract, then those rights are transferred to Us and You must not do anything to impair them. This includes any right You may have arising out of any voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement. You will execute and deliver instruments and papers and do whatever is necessary to secure such rights. Further, after You have been made whole all amounts recovered by You for which You have received benefits under this Contract will belong to, and be paid to, Us, up to the amount of the benefits paid under this Contract.

Cancellation section items 1. and 2. are deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. An odometer statement indicating the odometer miles on the date of Your cancellation request is required. If You cancel this Contract within the first 30 days, We will refund the entire Contract Purchase Price. The right to cancel this Contract in the first 30 days and receive a full refund only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 30 days, We will refund the unearned Contract Purchase Price to You calculated on a pro-rata basis determined by the months or miles remaining, whichever results in the lesser refund, less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims. If this Contract is cancelled for loss of property, a cancellation fee will not be charged.
- CANCELLATION BY US:** We may cancel this Contract based on one or more of the following reasons:
  - non-payment of the Contract Purchase Price;
  - a material misrepresentation made by You; or
  - a substantial breach of duties by You relating to the Vehicle or its use.

If We cancel this Contract within 30 days of the Purchase Date, We will refund You 100% of the Contract Purchase Price. If We cancel after 30 days of the Purchase Date, We will refund the unearned Contract Purchase Price to You less a \$50 administrative fee, or 10% of the Contract Purchase Price, whichever is less, and less any paid or pending claims. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles. If We cancel this Contract for any reason, We will mail a written notice of cancellation to You at Your last known address at least 5 days before the cancellation date. The notice shall include the effective date of cancellation and the reason for cancellation.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration.

**WYOMING:** Cancellation section item 1. is deleted and replaced with the following:

- CANCELLATION BY YOU:** You may cancel this Contract at any time, including when a loss of the Vehicle occurs or when You sell the Vehicle without transferring this Contract to the purchaser. To cancel, You must submit a written request to the Dealer or directly to Us. If You cancel this Contract within the first 60 days of the Purchase Date, and if no claim has been made, We will refund Your entire Contract Purchase Price. The right to cancel this Contract in the first 60 days and receive a full refund, less any paid or pending claims, only applies to the original purchaser and is non-transferable. If We do not provide Your refund within 45 days of the effective date of cancellation a 10% per month penalty will be added to Your refund. If You cancel this Contract after the first 60 days of the Purchase Date, or if a claim has been made within the first 60 days, We will refund the unearned Contract Purchase Price to You, less a \$50 administrative fee. The unearned Contract Purchase Price will be calculated on a pro-rata basis and will be the lesser of the amount determined based on the unused Term Months or Term Miles.

Cancellation section item 2. is amended by adding the following:

If We cancel this Contract for any reason other than non-payment of the Contract Purchase Price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the effective date and reason for cancellation.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended by adding the following:

Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.