NOTE TO THE CUSTOMER

THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE ACCOMPANIES THIS CONTRACT BOOK

Thank You.

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TERMS AND CONDITIONS

THIS VEHICLE SERVICE CONTRACT, hereinafter referred to as **Contract**, is between the owner, hereinafter referred to as **you**, and **your**, and **Protective Administrative Services, Inc., (In California Provider License Number OB71048)**, hereinafter referred to as **WE**, **US**, **OUR** and **PROVIDER**. I**n Florida the Contract is between you and The Advantage Warranty Corporation, the Service Contract Company (Certificate of Authority Number AL 60071),** hereinafter referred to as **WE**, **US**, **OUR** and **PROVIDER**. In New York this contract is between **you** and **Western Diversified Services, Inc.,** hereinafter referred to as **WE**, **US**, **OUR** and **PROVIDER**. **OUR** administrative address is 51 Mill Street, Hanover, MA 02339.

In New Jersey and Maine this VEHICLE SERVICE CONTRACT, hereinafter referred to as **Contract**, is between the owner, hereinafter referred to as **you**, and **your**, and the **Dealer,** hereinafter referred to as **WE**, **US**, **OUR** and **PROVIDER.**

We have contracted with Royal Administration Services, Inc., hereinafter referred to as **Administrator** to administer this **Contract**. All inquires should be directed to the **Administrator**. Toll-free assistance is available at (800) 871-0467.

The **Administrator** will reimburse **you** for reasonable costs to repair or replace any of the covered parts listed in this **Contract** if required due to a mechanical breakdown, hereafter referred to as a loss. A "loss" is defined as the failure of a defective covered part or faulty workmanship of a covered part as originally supplied by the manufacturer. **It does not include gradual reduction in operating performance due to wear and tear. Damaged parts may be replaced, depending upon availability, with like quality, used, rebuilt, remanufactured, or new parts**. When the cost of a repair for both parts and labor exceeds the cost of replacing the damaged unit with a used, rebuilt, or remanufactured unit, the **Administrator** reserves the right to select the method of repair. Dollar amount of authorization will be based on selected method of repair. Administrator at all times reserves the right to inspect your vehicle before providing any authorization in accordance herewith.

If **your** vehicle breaks down, **you must pay, to the repairing facility, the deductible stated in the Declaration Section per visit.**

Labor: Labor costs for authorized repairs will be based on the average costs for similar repairs, or as nationally published. Labor time-capsules will be determined by a current nationally published flat-rate manual.

In order to receive the full coverage of this **Contract, you must, at your expense, maintain the vehicle in accordance with the manufacturer's recommendations**. In the event of a claim under certain circumstances, evidence of proper service may be required.

Keep receipts from all routine maintenance work performed. You are entitled to make a direct claim against the insurance company if the Administrator fails to pay any claim, within sixty (60) days after proof of loss has been filed with **Administrator**. This **CONTRACT** is backed by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017.

SERVICE CONTRACT VALIDATION PERIOD

This SERVICE CONTRACT is subject to a validation period of time and mileage from THE SERVICE CONTRACT PURCHASE DATE. The length of the validation period for the coverage plan **YOU** have purchased is listed with **YOUR** plan and term information on the registration page of this contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The SERVICE CONTRACT will expire according to the time and mileage of the plan that **YOU** have selected. The additional time and mileage contained in the validation period will be added to the plan's term.

EXPIRATION

This contract expires by time or mileage, whichever occurs first. Mileage: The contract expiration is measured from the odometer mileage of the vehicle on the contract purchase date. Time: the contract expiration is measured from the contract purchase date of the vehicle.

WHAT IS COVERED (See Declaration for the coverage you selected.)

POWERTRAIN COVERAGE

Components 1 through 4 are covered.

1. Engine: Crankshaft and bearings, oil pump, internal timing gears, timing chain, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, pistons and rings, wrist pins, cylinders, connecting rods, distributor drive gear, all internal components of engine block and cylinder heads, if damage is caused by mechanical failure of an internally lubricated part. Gaskets and external seals will be covered if their replacement is necessary to complete an otherwise authorized repair. Cracked engine block, cylinder heads, and piston cylinders are not covered. Broken crankshaft is covered if break is caused by either bearings or piston failure. Valve guides are covered only when guide sleeves have not slipped below original Position.

2. Transmission/Transaxle: The internal components of the automatic transmission or manual transmission. Drive chain gears, carrier bearings, and internal transaxle seal. The manual transmission case and automatic transmission case and torque converter, transfer case, drive gears, forks, bearing thrust washer, bushing, washer, and housing are covered, if damaged by the failure of internally lubricated parts.

3. Differential Assembly Components (2 & 4 wheel drive): (Front & rear) differential housing including pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, washers, axles, axle bearings.

4. **Towing:** Up to $25.00 per occurrence if the vehicle is disabled due to a covered breakdown and needs to be towed.

Optional Coverage

Air Conditioning: Compressor, however if the damaged or malfunctioning compressor causes damage to the expansion valve, or receiver dryer, the damaged component(s) will be replaced.

Coverage applies to factory installed, non-retrofitted units only.

Surcharge Coverage

Turbo Charger/Supercharger: All internally lubricated parts due to mechanical failure.

1 Ton Vehicle

CLASSIC COVERAGE

Includes covered components 1 through 4 listed for Powertrain Coverage plus components 5 through 14.

5. **Timing Belt:** If contract holder has followed manufacturer's recommended maintenance intervals for replacement.

6. **CV Joints:** CV boots must not be torn at the time of failure. Lubricated joint failure only. **Universal Joint (U Joint) is not included.**

7. **Steering:** Internally lubricated parts contained within the steering box and pump housing, including rack and pinion, control valves, internal oil control seals, bearings, and shafts, steering box and pump housings if damaged by the failure of internally lubricated parts.

8. **Electrical:** Alternator, starter motor, front wiper motor, cooling fan motor, heater blower motor, electric horn, clock, switches for the following; neutral safety, overdrive, reverse indicator, power windows, power door locks.

9. **Seals and Gaskets:** Head gasket and intake manifold gaskets are covered for coolant leaks only on vehicles with up to 125,000 miles at the time of failure.

10. **Air Conditioning:** Compressor, however if the damaged or malfunctioning compressor causes damage to the expansion valve, or receiver dryer, the damaged component(s) will be replaced.

Coverage applies to factory installed, non-retrofitted units only.

11. **Cooling System:** Water pump, thermostat, mixture control valve, overflow reservoir.

12. **Fuel System:** Fuel pump, pressure regulator, fuel injector.

13. **Substitute Transportation:** Up to $30.00 per 8-hour labor charge ($90 maximum per claim).

14. **24 Hour Roadside Assistance:** Includes, but is not limited to: lock out service, battery assist, tow service and road assistance. Coverage is available up to ten times over the term of this contract.

This coverage voids any other towing coverage included in this contract. Towing coverage provides up to $50.00 per occurrence, other benefits provide up to $25.00 per occurrence. **Benefits do not include the cost of any parts, fluids or fuels.**

Surcharge Coverage
Turbo Charger/Supercharger: All internally lubricated parts due to mechanical failure.
1 Ton Vehicle

PREMIER COVERAGE
Includes covered components 1 through 14 listed above for Powertrain and Classic coverages plus 15 through 25.
15. **Seals & Gaskets:** All seals and gaskets are covered for premature failure on vehicles with up to 125,000 miles at the time of failure. Seepage of seals and gaskets is considered normal wear and tear and is not covered under this contract. Any damage due to loss of fluid is not covered.
16. **HI-Tech Electrical:** Alternator, starter motor, front and rear wiper motor, cooling fan motor, fuel gauge, cooling sender, neutral safety switch, overdrive switch, reverse indicator switch, voltage regulator, distributor, ignition module, ignition coil, starter solenoid, wiring harness, power window switches, door lock switches, cruise control module, power window motors, power seat motors, power door lock actuator and switch, power sunroof motor, mileage computer, electronic instrument cluster, distributor ignition coil, automatic climate control electronic control module, head light switch, convertible top motor, clock, electric horn.
17. **Cooling System Plus:** Blower motor, heater core, electric radiator fan motor, fan clutch, fan blade.
18. **Suspension:** Control arms, control arm shafts, bearings and bushings, radius arm and bushing, wheel bearings, stabilizer bar, stabilizer link, stabilizer bushing, spindle, torsion bars, mode selector switch, height sensor computer, control module, actuator.
19. **Fuel System Plus:** Mechanical fuel pump, electric fuel pump, vacuum pump, metal fuel delivery lines, fuel tank, fuel sender, pressure regulator, fuel injectors.
20. **Brake System:** Master cylinder, wheel cylinders, disc brake calipers, ABS master cylinder, vacuum booster, hydraulic lines and fittings, pressure modulator valve, isolation dump valve, accumulator, wheel speed sensors.
21. **Turbo Charger/Supercharger:** All internally lubricated parts due to mechanical failure.
22. **Air Conditioner:** Condenser, compressor, evaporator, accumulator, compressor clutch, idler pulley, idler pulley bearing, hi/low compressor cutoff switch, pressure cycling switch, cooling fan motors. **Coverage applies to factory installed, non-retrofitted units only.**
23. **Fluids:** Engine oil, power steering fluid, antifreeze, and transmission fluid are all covered items when required during the authorized repair process.
24. **Substitute Transportation Plus:** Up to $40.00 per 4-hour labor charge ($200 maximum per claim)
25. **Trip Interruption Intervention:** The **Administrator** will, in the event of mechanical failure of a warranted vehicle component, reimburse **you** $75.00 per day for a maximum of $300.00 for meals and lodging providing the failure occurs 100 or more road miles from the home of record. This includes expenses incurred between the breakdown time and time the repairs are completed.

WHAT IS NOT COVERED
ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR.
1. Any parts not listed under covered parts. Examples of parts not covered are: battery, brake drums, disc brake rotors, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages. Passive or active safety and restraint systems and any sensors/components related to the operations of these systems.
2. Any breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, or flood.
3. Any breakdown caused by misuse, abuse, negligence, lack of normal maintenance (adjustments, alignments, tune-ups, etc.), failure to protect your vehicle from further damage when a breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if

your vehicle has been used for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any vehicle or object unless your vehicle is equipped with a factory-installed or authorized tow package.

4. The repair of valves and/or rings, if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition which already existed when you purchased your Contract or for a mechanical breakdown which occurred before you purchased your Contract. Repair or replacement of any covered part if a breakdown has not occurred.

5. Any alterations which have been made to your vehicle, or you are using or have used your vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.

6. INELIGIBLE VEHICLES: Any vehicle not expressly listed on the current contract rate card or classification list: Vehicles with True Mileage Unknown (TMU); Vehicles over 1 ton classification, taxis, buses, and city and state owned vehicles; vehicles used for commercial purposes, racing competition, time trials or rallies; vehicles modified from manufacturer's specifications; vehicles not purchased/authorized through a licensed authorized agent; vehicles with fifth wheel or a snow plow attachment; and vehicles purchased by a minor. Any vehicle that has been assigned a salvage title as a result of flood or fire damage.

7. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; Repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee. Further, coverage under this Contract is similarly limited in the event of a breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.

8. Any breakdown caused by contamination of fluids, fuels, coolants, or lubricants, or rust or corrosion.

9. Liability for damage to property, or for injury to or death arising out of the operation, maintenance or use of your vehicle described in this Contract, whether or not related to the part covered.

10. Any loss caused by a lack of proper and necessary amount of coolants or lubricants.

11. Maintenance services and Parts described in your vehicle's owner's manual as supplied by the manufacturer. These include, but are not limited to: filters, lubricants, coolants, fluids, refrigerants, alignments, tune-ups, spark plugs, hoses, belts, brake pads, wiper blades, light bulbs, exhaust systems, trim moldings, upholstery, carpet and paint.

LIMIT OF LIABILITY

Our liability shall in no event exceed the limits stated below:

	Limit of Liability	
Coverage Type	Per Claim	Life of Contract
Powertrain		
3 Month/3,000 Mile	$1,000	$1,500
6 Month/6,000 Miles	$1,000	$2,500
All Other Powertrain Plans	$1,500	$3,000
Classic		
All Plans	Actual Cash Value	Actual Cash Value
Premier		
All Plans	Actual Cash Value	Actual Cash Value

Our liability under any plan shall in no event exceed the actual cash value (ACV) of your vehicle before breakdown as determined by standard industry practices. The total of all coverage and benefits paid or payable under this **Contract** shall not exceed the price **you** paid for **your** vehicle.

CANCELLATION/TRANSFER

CANCELLATION OF CONTRACT

All requests for cancellation shall be made to the selling vendor.

Upon request for cancellation, submit to the selling vendor the following:

1) a written request for cancellation that includes **your** signature,
2) a statement of vehicle mileage at the time of cancellation,
3) proof of warranty purchase. Upon receipt of the required information, the vendor will:

a) Cancellations are pro-rated based upon term or mileage, whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.

1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed.

2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.

b) The **ADMINISTRATOR** agrees to pay the pro-rata unearned refund based on the consideration received from the SELLING VENDOR.

c) The SELLING VENDOR agrees to pay the pro-rata unearned portion of the commission originated from the Program sales.

d) All cancellations are subject to a fifty dollar ($50.00) processing fee.

When a lending institution or the Selling Vendor (in-house) has financed the purchase of this **Contract**, cancellations will be pro-rated based on time or mileage. The following procedures will apply:

- If a lending institution has financed the purchase of this **Contract** and the **Contract** is cancelled by **you**, the refund check will be made payable to the lending institution.
- If the vehicle is repossessed by the lien holder, or if the vehicle is either totalled or an unrecovered theft, the refund check will be made payable to the Lien Holder.
- All appropriate refund checks not involving a Lien Holder will be made payable to the selling vendor.

TRANSFER OF CONTRACT

This Contract may be transferred upon sale of the vehicle to another private party. The Contract transfer must be made at the time of the vehicle transfer. You must request the transfer in writing, and it must be received by the Administrator within seven (7) days of the transfer. A fee of $25.00 must accompany the request to transfer, along with the following information, 1. Name of New Owner 2. Address & Telephone Number 3. Vehicle Odometer Statement 4. Copy of Title showing transfer. This Contract must be given to the new owner at the time the Contract Transfer is completed. Transfer of Contract does not include transfer of the 24 Hour Roadside Assistance Program.

FINANCING AND PAYMENT PROVISIONS

INSTALLMENT PAYMENT PROVISION

In the event that **YOUR SERVICE CONTRACT** is being paid for via a Retail Installment Contract (or its equivalent) which is terminated for non payment, the expiration date and mileage of the **SERVICE CONTRACT** will be modified to reflect the portion of the **SERVICE CONTRACT** that YOU have paid for. The modified expiration date and mileage of the **SERVICE CONTRACT** will be calculated on a pro rata basis by adding the amount of time and mileage that YOU have paid for to the original in service date and in service mileage of the **SERVICE CONTRACT**. YOU may contact the **ADMINISTRATOR** toll-free at (800) 871-0467 for the modified terms of **YOUR SERVICE CONTRACT.**

LIENHOLDER CANCELLATION

If YOUR Vehicle and this SERVICE CONTRACT have been financed, the lienholder shown on the Registration Page may cancel this SERVICE CONTRACT for the default of the loan contract or if YOUR Vehicle is declared a total loss due to an accident or theft or is repossessed. **In such event, immediate notification and submission of documents to the ADMINISTRATOR is required.**

ARBITRATION

It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this **Contract** or the sale thereof, including for recovery of any claim under this **Contract** and including the applicability of this arbitration clause and the validity of this **Contract**, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

a. If YOU dispute OUR determination to deny YOU benefits under this **Contract** , **YOU must submit written notice to US** of YOUR intent to arbitrate that dispute no later than sixty (60) days following OUR determination. YOUR failure to meet this time requirement will prevent YOU from disputing OUR determination, whether through arbitration or otherwise.

b. The arbitration shall take place in a location near YOUR residence before a single arbitrator selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.

c. Except for the filing fee and the costs YOU may incur to present YOUR case, the cost of the arbitration shall be borne by US, provided, however, that should the arbitrator find that YOU have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by YOU.

d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.

e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator of the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.

f. The contract to arbitrate will survive the termination of this **Contract**.

IF THIS CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

TO FILE A CLAIM

If **your** vehicle breaks down, **take it to any reputable/licensed repair facility. You will need to provide the repair facility with a copy of your Contract.**

CLAIM PROCEDURE - NO REPAIRS OR MACHINE WORK ARE TO BE STARTED OR DAMAGED PARTS TO BE DISCARDED UNTIL FAILURE IS DIAGNOSED AND WORK IS AUTHORIZED BY THE **ADMINISTRATOR. IT IS YOUR RESPONSIBILITY TO HAVE THE FAILURE PROPERLY DIAGNOSED. YOU ARE RESPONSIBLE FOR AUTHORIZING THE TEAR DOWN AND THE INSPECTION BY THE REPAIR FACILITY, BUT ONLY TO THE POINT WHERE THE DAMAGE IS VISIBLE OR DETERMINABLE. YOUR VEHICLE MAY BE REPAIRED AT ANY LICENSED REPAIR FACILITY OF YOUR CHOICE. THE SERVICE MANAGER MUST**

1. Obtain **your** authorization to inspect and/or tear down **your** vehicle in order to determine the cause of failure and cost of the repair.
2. Call the **Administrator** to verify **your** coverage and to obtain a Claim Authorization Number. For Claims/Customer Service (800) 871-0467.
3. Review **your** coverage with **you** to explain what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.

WHEN YOU PICK UP YOUR VEHICLE, YOU MUST

1. Review the work performed with the service manager.
2. Pay the deductible amount shown in the Declaration Section per visit.
3. Pay for any charges not covered by the Contract.
4. Have an authorization number.

PAYMENT OR REIMBURSEMENT OF CLAIMS

PAYMENT OPTION: When the damage and repair falls within the scope of this **Contract**, and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, We will then reimburse You or the repair facility for the approved cost of the work performed on Your vehicle that is covered by this **Contract** less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card (usually Visa®, Mastercard® or American Express®). **REIMBURSEMENT OPTION:** You or the repair facility may claim reimbursement from the Administrator, by submitting the paid invoice to the address below. **Claims must be submitted within 180 days from the Administrator authorization date to qualify for reimbursement. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected.**

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and contract number.
7. Completed repair order (all applicable sublet repair bills). Rental Car contract charges (licensed rental agency only) will be reimbursed to You upon receipt by the Administrator of the paid rental contract charges.

Administered by: Protective Administrative Services, Inc.
In New York, administered by: Western Diversified Services Inc.
In Florida this Contract is between You and The Advantage Warranty Corporation (Certificate of Authority No. AL 60071)
Administrative Office: 51 Mill Street, Hanover, MA 02339, 1-800-871-0467
In Washington, this Agreement is between You, the purchaser and Protective Administrative Services, Inc., the Provider

STATE REQUIREMENTS The following Special State Requirements and/or Disclosures apply if this **Contract** was purchased in one of the following states:

ALABAMA

Under Cancellation of Contract item 3.d. is deleted and replaced with the following:

d. All cancellations made by you after 30 days are subject to a twenty-five ($25.00) dollar processing fee. If WE cancel this Contract no cancellation fee will be charged.

The following is added to the Cancellation of Contract provision:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Contract**.

ALASKA

Under **WHAT IS NOT COVERED**, Section 3. is amended by adding the following:

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

The following language is added to TO FILE A CLAIM:

Any undisputed portion of a claim will be paid within thirty (30) days after proof of loss has been filed. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

Under **Cancellation of Contract** item 3 is deleted and replaced with the following:

In the event of cancellation of this **Contract** within sixty (60) days from the date of purchase of the vehicle, **We** agree to refund the full purchase price to **You**, less any claims, paid or pending. If this **Contract** is cancelled beyond sixty (60) days from the date of purchase of the vehicle, **We** will calculate and make a pro-rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less seven and one-half percent (7.5%) of unearned premium not to exceed fifty dollars ($50.00).

The refund will be returned within forty-five (45) days of receipt of cancellation request or effective date of cancellation whichever is later.

The following is added to the **Cancellation of Contract** provision:

If **WE** cancel this **CONTRACT**, **WE** shall mail a written notice of cancellation to **YOU** at your last known address at least sixty (60) days before the effective date of the cancellation. However, if **WE** cancel this **CONTRACT** for nonpayment of the **CONTRACT** price, or for failure or refusal by **YOU** to provide the information necessary to determine the premium, **WE** will mail a written notice of cancellation to **YOU** at **YOUR** last known address before the 20th day preceding the effective date of cancellation. If **WE** cancel this **CONTRACT** for conviction of **YOU** of a crime having as one of its necessary elements an act increasing a hazard insured against or for discovery of fraud or material misrepresentation made by **YOU** or a representative of **YOU** in obtaining this **CONTRACT** or by **YOU** in pursuing a claim under the CONTRACT, written notice shall be mailed to **YOU** at **YOUR** last known address at least ten (10) days before the effective date of the cancellation.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding and Item 3.d. is deleted in its entirety. The last paragraph of the ARBITRATION provision is deleted and replaced with the following:

IF THIS CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION IN ALASKA.

ARKANSAS

The contract you are buying is not required in order to purchase or finance a vehicle.

Lyndon Property Insurance Company's phone number is 1-800-950-6060.

Under CANCELLATION OF CONTRACT, Section 3. Subsection d. is deleted and replaced with the following:

All cancellations are subject to a $50.00 cancellation fee.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding. Item d. of the ARBITRATION provision is deleted in its entirety.

The following is added to the service Contract:

Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct. Exemplary Damages are those awarded in addition to actual damages.

CALIFORNIA

The following language is added to the service Contract:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within 60 days after the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

The following is added to the Terms and Conditions provision:

The toll-free number for Protective Administrative Services, Inc. is 1-800-950-6060.

DEFINITIONS - The definition of a **Breakdown** is deleted and replaced with the following:

Breakdown - Means the failure of a covered part under normal service due to defects in material and parts.

Item 4 under WHAT IS NOT COVERED is revised to read as follows:

4. The repair of valves and/or rings, if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition which already existed when you purchased your vehicle or for a mechanical breakdown which occurred before you purchased your vehicle. Repair or replacement of any covered part if a breakdown has not occurred.

The CANCELLATION OF CONTRACT provision is deleted and replaced with the following:

1. YOU may cancel this CONTRACT at any time in accordance with the following terms:

a. Contact the selling dealer by a signed written request, within sixty (60) days after the requested cancellation date, enclose this CONTRACT, an odometer statement and proof of Contract purchase.

b. If this **CONTRACT** is cancelled because the VEHICLE is repossessed, the lienholder or creditor will be the sole payee of the refund.

c. If this **CONTRACT** is cancelled because of a total loss of the VEHICLE, the lienholder or creditor will be the sole payee of the refund.

d. If this **CONTRACT** is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire **CONTRACT** charge paid. If this **CONTRACT** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **CONTRACT** charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars ($25.00) or 10% of the **CONTRACT** charge, whichever is less.

2. We may cancel this **CONTRACT** within the first sixty (60) days under the following conditions:

a. Notice of cancellation is mailed to YOU postmarked before the 61st day after the date the **CONTRACT** was sold by the dealer.

b. WE will refund the entire **CONTRACT** charge paid within the first thirty (30) days from the date of cancellation. However, if WE have paid a claim, or have advised YOU in writing that WE will pay a claim, WE may provide a pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation.

c. The **CONTRACT** ceases to be valid no less than five (5) days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

3. WE may at any time cancel the **CONTRACT** for nonpayment by YOU, conditioned upon each of the following:

a. Notice of cancellation is mailed to YOU.

b. If this **CONTRACT** is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire **CONTRACT** charge paid. If this **CONTRACT** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **CONTRACT** charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration

fee of twenty-five dollars ($25.00) or 10% of the **CONTRACT** charge, whichever is less.

c. The refund is paid within 30 days of the date of cancellation.

d. The **CONTRACT** ceases to be valid no less than five (5) days after the postmark date of the notice.

e. The notice states the specific grounds for the cancellation.

4. WE may at any time cancel the **CONTRACT** for material misrepresentation or fraud by YOU, conditioned upon each of the following:

a. Notice of cancellation is mailed to YOU.

b. A pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins is paid within thirty (30) days of the date of cancellation.

c. The notice states the specific nature of the misrepresentation.

5. If WE cancel the **CONTRACT**, WE are liable for any claim reported to a person designated in this **CONTRACT** for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the **CONTRACT**. YOU are deemed to have reported a claim if YOU have completed the first step required under the **CONTRACT** for reporting a claim.

6. If WE are canceling this **CONTRACT** pursuant to subdivision 3, 4, or 5 and WE have paid a claim, or have advised YOU in writing that WE will pay a claim, WE may provide a pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation rather than a full refund.

7. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The first paragraph of the Arbitration provision, is deleted and replaced with the following;

ARBITRATION: It is understood and agreed that the transaction evidenced by this CONTRACT takes place in and substantially affects interstate commerce. If you have Contacted the insurance company and the California Department of Insurance and you are not satisfied with the response, any controversy or dispute arising out of or relating in any way to this CONTRACT or the sale thereof, including for recovery of any claim under this CONTRACT and including the applicability of this arbitration clause and the validity of this CONTRACT, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

Section a. of the Arbitration provision is deleted and replaced with the following:

a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute as soon as practical following Our determination.

COLORADO

The policy number is 81-05-W807-0902.

CONNECTICUT

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

Used **Vehicles** with a sale price of $3000 but less than $5000:

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

Used **Vehicles** with a sale price of $5000 or more:

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the vendor warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the vendor warranty period and provides protection after the vendor warranty has expired. **You** have been charged separately only for this **Contract**. The required vendor warranty is provided free of charge. Furthermore, the Definitions, **Coverages** and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required vendor warranty.

The following is added to the Terms and Conditions provision:

If the term is less than 12 months, the term will automatically be extended for the period during which the Vehicle is in the custody of a service center for repair. The following is added to the Contract Cancellation provision:

You may cancel the **Contract** if you return the vehicle or the vehicle is lost, stolen, or destroyed.

The **ARBITRATION** provision is deleted in its entirety and replaced with the following:

If you purchased this Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Contract. You may mail you complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

The following is added under the TERMS AND CONDITIONS section:

If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a service center for repair.

FLORIDA

This CONTRACT is between YOU and The Advantage Warranty Corporation, a Florida Service Contract Company. The Advantage Warranty Corporation has contracted with Royal Administration Services, Inc. to handle the administrative functions of this CONTRACT. All inquiries should be directed to Royal Administration Services, Inc. at (800) 871-0467.

The first section of the CANCELLATION OF CONTRACT provision is deleted and replaced with the following.

If YOU cancel this CONTRACT within sixty (60) days of the effective date of this CONTRACT, YOU will receive a full refund less any claims paid. An administration fee of fifty dollars ($50.00) or five percent (5%) of the gross CONTRACT price paid, whichever is less will be charged. If YOU cancel the CONTRACT after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata CONTRACT price.

WE may cancel this CONTRACT within the first sixty (60) days for any reason, after sixty (60) days the ADMINISTRATOR may only cancel for the following reasons:

a. There has been a material misrepresentation or fraud at the time of the sale of the Contract.
b. You have failed to maintain the vehicle as prescribed by the manufacturer;
c. The odometer has been tampered with or disabled and you have failed to repair the odometer; or
d. Nonpayment of premium by you, in which case the Administrator shall provide you notice of cancellation by certified mail.

If WE cancel this CONTRACT, YOU will receive a refund not less than one hundred percent (100%) of the paid unearned prorata CONTRACT price.

The last sentence of the CANCELLATION OF CONTRACT provision is deleted and replaced with the following:

All appropriate refund checks not involving a Lien Holder will be made payable to YOU.

The following language is added to the TO FILE A CLAIM provision:

A claim for repairs under the Contract can be initiated by the Contract holder or his/her selected repair facility by calling toll-free (800) 871-0467. For emergency repairs, should a breakdown occur after the Administrator's normal business hours or on a national holiday and the cost of repair(s) is $350 or less, the pre-authorization amendment is amended. The Administrator must still be contacted the first working day following the breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

The Arbitration provision is amended to state that Arbitration is nonbinding. Paragraph f. and the last paragraph of this section are deleted in their entirety.

NOTICE: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Under LIMIT OF LIABILITY, the limit of liability for Powertrain Coverage is deleted and replaced with the following:

Coverage Type	Limit of Liability	Life of Contract
Powertrain	Per Claim	
3 Month/3,000 Mile	$1,500	$3,000
6 Month/6,000 Mile	$1,500	$3,000
All Other Powertrain Plans	$1,500	$3,000

GEORGIA

Under **CANCELLATION OF CONTRACT**, Section 3. Subsection a. 1.) is deleted and replaced with the following:

a. 1.) If this **Contract** is canceled within the first sixty (60) days and no claim has been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administrative fee of 10% of the pro-rata refund amount will be applied if this **Contract** is canceled by **You**. In the event of cancellation, if this **Contract** is Financed, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If **You** have canceled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Contract**.

The following is added to the **CANCELLATION/TRANSFER** Section:

This **Contract** is non-cancelable by US except for fraud, material misrepresentation or failure to pay premium. In the event of cancellation for fraud or material misrepresentation, such cancellation shall be made in writing to **You** and the lienholder. Cancellation shall not be in effect less than thirty (30) days from the date of the notice. Cancellation for nonpayment of premium will be made by providing not less than ten (10) days notice to **You** and the lienholder.

If **WE** cancel this **Contract**, earned premiums shall be completed on a pro-rated basis and the refund will be made within fifteen (15) days of the notice of cancellation.

The following is added to the **Contract** regarding the service Contract Validation Period:

The validation period does not apply when the automobile manufacturer or dealer provides an underlying warranty with the sale of the vehicle in accordance with Georgia state laws and regulations. Claims occurring during this period should be reported to the selling dealer or manufacturer.

The **ARBITRATION** provision is deleted in its entirety.

The following are changes to the **WHAT IS NOT COVERED SECTION**:

Item 4., the third sentence is amended to read as follows: Also, no benefit is provided for a condition which already existed when **You** purchased **Your Contract** or for a mechanical breakdown which occurred before **You** purchased **Your Contract** and were known to **You**.

Item 5., is amended to read as follows:

Any alterations which have been made to **You**r vehicle while owned by **You**, or **You** are using or have used **Your** vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.

The following is added under the **TO FILE A CLAIM** Section:

The inspection, teardown and/or diagnostic fees for covered repairs are covered under this **Contract**.

HAWAII

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

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

Used **Vehicles** with less than 25,000 miles at the time of sale:

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

Used **Vehicles** with 25,000 miles or but less than 50,000 miles at the time of sale:

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

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

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**:

In addition to the vendor warranty required by this law, **You** have elected to purchase this **Contract** which may provide **You** with additional protection during the vendor warranty period and provides protection after the vendor warranty has expired. **You** have been charged separately only for this **Contract**. The required vendor warranty is provided free of charge. Furthermore, the Definitions, **Coverages** and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required vendor warranty.

Under **WHAT IS COVERED, I. Powertrain Coverage** -Component 4 is deleted; **II. Classic Coverage** -Components 13 and 14 are deleted; **III. Premier Coverage** - Components 23 and 24 are deleted. We may require the use of rebuilt, remanufactured, or parts of like kind and quality to fulfill **Our** repair requirements under this **Contract**. Obligations of the **Administrator** under this Vehicle Service **Contract** are insured under a service contract contractual liability insurance policy. The following is added to the **CANCELLATION OF CONTRACT** Section:

If **We** cancel the **Contract** for any reason other than nonpayment of the **Contract** charge, material misrepresentation by **You**, or a substantial breach of duties by **You**, **Administrator** shall mail a written notice to **You** at **You**r last know address at least five (5) days prior to cancellation by the **Administrator**. Such notice shall state the effective date of the cancellation and the reason for the cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Contract** to the **Administrator**.

IDAHO

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

ILLINOIS

Under **WHAT IS NOT COVERED**, paragraph 3. is amended to read:

3. For any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown.**

Under CANCELLATION OF CONTRACT - is deleted and replaced with the following:

All requests for cancellation shall be made to the Administrator. Upon request for cancellation, submit to the Administrator the following: 1.) a written request for cancellation that includes **your** signature, 2.) a statement of vehicle mileage at the time of cancellation, 3.) proof of contract purchase. Upon receipt of the required information, we will:

a.) Calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less. 1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed. 2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.

b.) All cancellations are subject to a fifty dollar ($50.00) processing fee or 10% of the Contract charge, whichever is less.

The ARBITRATION provision is deleted in its entirety and replaced with the following:

If this Contract is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

INDIANA

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

FOR IOWA RESIDENTS ONLY

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319. Any motor vehicle weighing 16,000 pounds or more is not covered under Iowa Code 3211.

Under Cancellation of Contract Section, Item 3) a-d is deleted and replaced with the following:

3) proof of warranty purchase. Upon receipt of the required information, the amount of any refund for which YOU may qualify, and that WE may pay YOU or the Dealer, or lienholder or creditor will be determined by US. It will be the lesser amount yielded by the following two computation methods, less a fifty ($50) administrative fee. The first method is the pro rata method based upon the number of months of the CONTRACT term, expired at the time of cancellation. The second method is the pro rata method based upon the number of miles of the CONTRACT term in thousands of miles or portion thereof, expired at the time of cancellation. YOU will receive a full refund if YOU cancel the CONTRACT within thirty (30) days of the Contract Sale Date of this CONTRACT and have not incurred a claim. If YOU cancel this CONTRACT we will mail YOU written notice of termination within fifteen (15) days of the termination. A ten percent (10%) penalty will be added to any refund that is not paid or credited within thirty (30) days after the return of this CONTRACT to US.

KANSAS

WHAT IS COVERED - Lost Key/lockout and tire benefits are not available.

KENTUCKY

Under WHAT IS COVERED items 4, 13, 14, and 24 are only available if the benefit is directly related to loss resulting from defects in material or workmanship.

LOUISIANA

Under the Powertrain Coverage section, Item 4. Towing, is only available in Louisiana if it is directly related to a covered mechanical breakdown.

Under the Classic Coverage section, Item 13. Substitute Transportation is only available in Louisiana if it is directly related to a covered mechanical breakdown. Item 14. 24 Hour Roadside Assistance is deleted in its entirety. This benefit is not available in Louisiana.

Under the Premier Coverage section, Item 24. Substitute Transportation, is only available in Louisiana if it is directly related to a covered mechanical breakdown.

Item 25. Trip Interruption Intervention is deleted in its entirety. This benefit is not available in Louisiana.

The following are changes under the CANCELLATION OF CONTRACT section:

Under the first paragraph of this section the following is added: You may cancel this contract at any time.

Item 3. Subsection a. is amended to read as follows: a.) Cancellations are pro-rated based upon term or mileage, whichever is greater.

MASSACHUSETTS

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

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

Used **Vehicles** with less than 40,000 miles at the time of sale:

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

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

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

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

- Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the vendor warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the vendor warranty period and provides protection after the vendor warranty has expired. **You** have been charged separately only for this **Contract**. The required vendor warranty is provided free of charge. Furthermore, the Definition, **Coverage,** and Exclusions stated in this **Contract** apply only to this **Contract** and not the terms of the required vendor warranty.

The first paragraph under **TO FILE A CLAIM** is deleted and replaced with the following:

If **YOUR** vehicle breaks down, take it to any reputable/licensed repair facility. **You** will need to provide the repair facility with a copy of **YOUR CONTRACT**, if possible. The ARBITRATION provision is amended to state that arbitration is nonbinding.

MINNESOTA

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

Used **Vehicles** with less than 36,000 miles at the time of sale:

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

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

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

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

Note: The following parts are covered only on **Vehicles** with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter. The above coverages are excluded from this **Contract** during the applicable warranty period, unless the vendor becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the vendor issued Used Vehicle Limited Warranty document required by the Minnesota Statute.

GENERAL PROVISIONS - Section 3. CANCELLATION OF **YOUR CONTRACT**, Subsection a. 1.) is amended by adding the following:

If **You** have canceled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in this **Contract.**

Under **LABOR** section, paragraph 2., is amended by adding the following:

If a manufacturer's recommended service schedule is not contained in the **Vehicle You** are purchasing, the Administrator can provide **You** with one. Under **WHAT IS NOT COVERED** section, number 4., is deleted and replaced with the following:

The repair of valves and/or rings, if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear and not a mechanical breakdown. Repair or replacement of any covered part if a breakdown has not occurred.

Under the **WHAT IS NOT COVERED** section, number 5., is deleted and replaced with the following:

Any alterations which were made to **Your Vehicle** while owned by **You**, or **You** are using or have used **Your Vehicle** in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part. Item 7 under **WHAT IS NOT COVERED** is deleted in its entirety.

Item 8 under **WHAT IS NOT COVERED** is deleted and replaced with the following:

Any breakdown caused by contamination of fluids, fuels coolants, or lubricants.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.

Item b. of the ARBITRATION provision is deleted and replaced with the following:

If this Contract is found to be not subject to arbitration, any legal proceeding with respect to any dispute will be tried in a court of competent jurisdiction by a judge without a jury. Both parties waive any right to a jury trial in any such proceeding.

Item d. of the ARBITRATION provision is deleted in its entirety.

Under WHAT IS NOT COVERED, Item 2. is amended by deleting rust or corrosion.

The Validation Period is deleted from the Declaration Page. In Minnesota, the Validation Period does not apply.

MISSISSIPPI

Under TO FILE A CLAIM - Section 2, is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and **you** are unable to reach the Administrator outside normal business hours to obtain prior authorization, **you** may proceed with repairs, but, payment will be made in accordance with this Contract.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.

NEBRASKA

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.

NEVADA

Under **CANCELLATION OF CONTRACT**- Section 3. Subsection d. is amended as follows:

All cancellations are subject to a fifty dollar ($50.00) processing fee providing **you** request cancellation and not the service provider.

The following is added to the **Contract:**

THIS CONTRACT IS NOT RENEWABLE.

Item 3.a. of the **CANCELLATION OF CONTRACT** provision is deleted and replaced with the following:

a) Cancellations are pro-rated based upon term or mileage, whichever is greater.

The following is added to the **CANCELLATION OF CONTRACT:**

If **you** are unable to obtain a refund from the **Vendor**, **you** may contact **us** for the refund.

We may cancel this Contract within the first 70 days for any reason. After this Contract has been in effect for 70 days, **we** may only cancel for one or more of the following reasons:

1. Failure by **you** to pay an amount when due.
2. Conviction for you for a crime
3. Discovery of fraud or material misrepresentation by **you** in obtaining this Contract, or in presenting a claim for service hereunder;
4. Discovery of an act or omission by **you** or a violation by **you** of any condition of the Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under this Plan.
5. A material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If **we** cancel this Contract, **we** will mail a written notice of cancellation to **you** at the last known address before the 15th day preceding the effective date of cancellation. A cancellation fee will not be charged if **we** cancel this Contract.

Under **TO FILE A CLAIM** - Section 2, is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and **you** are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, **you** may proceed with repairs, but, payment will be made in accordance with this Contract.

The following is added to the WHAT IS NOT COVERED Section:

This Service Contract does not cover consequential damages.

NEW HAMPSHIRE

In the event YOU do not receive satisfaction under this SERVICE CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

NEW MEXICO

Under **CANCELLATION OF CONTRACT** item 3.d. is deleted in its entirety. A cancellation fee will not be charged. **TRANSFER OF CONTRACT** is amended by deleted the $25.00 fee. A transfer fee will not be charged.

NEW YORK

In New York, the Provider's obligations under this Service Contract are backed by: Old Republic Insurance Company, Policyholder Services, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017, (800) 950-6060.

Section 198b of New York General Business Law requires an automobile vendor to provide a warranty covering certain classes of used motor **Vehicles** as follows:

Used **Vehicles** with less than 36,000 miles at the time of sale:

- Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used **Vehicle** with 36,000 miles or more but less than 80,000 miles at the time of sale:

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

Used **Vehicles** with 80,000 miles or more but less than 100,000 miles at the time of sale:

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**:

In addition to the vendor warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the vendor warranty period and provides protection after the vendor warranty has expired. **You** have been charged separately only for this **Contract**. The required vendor warranty is provided free of charge. Furthermore, the Definitions, **Coverages,** and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required vendor warranty.

The last paragraph under **TERMS AND CONDITIONS** is revised to read as follows:

You are entitled to make a direct claim against the insurance company if the **ADMINISTRATOR** fails to pay any claim, within sixty (60) days after proof of loss has been filed with the **ADMINISTRATOR**. This **CONTRACT** is backed by Old Republic Insurance Company, Policyholder Services: 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017.

NORTH CAROLINA

Under **CANCELLATION OF CONTRACT**- Section 3. Subsection a. 1) is deleted and replaced with the following:

a. 1) If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administrative fee of fifty dollars ($50.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation check as their interests may appear.

OKLAHOMA

Disclosure Statement: This Service **Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company. The **CANCELLATION OF CONTRACT** section is deleted in its entirety and replaced with the following: All requests for cancellation shall be made to the selling vendor. Upon request for cancellation, submit to the selling vendor the following:

1) a written request for cancellation that includes **Your** signature,
2) a statement of vehicle mileage at the time of cancellation,
3) proof of **Contract** purchase. Upon receipt of the required information, the vendor will:

a) If this **Contract** is canceled within the first thirty (30) days, We will refund the entire **Contract** price paid. If this **Contract** is canceled after the first thirty (30) days, We will refund an amount of the **Contract** price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee of fifty dollars ($50.00) or ten percent (10%), whichever is less, of the pro rata refund amount will be applied in this **Contract** is canceled by **You**.

b) The ADMINISTRATOR agrees to pay the pro rata unearned refund based on the consideration received from the SELLING VENDOR.

c) The SELLING VENDOR agrees to pay the pro rata unearned portion of the commission originated from the Program sales.

Under the Financing And Payment Provisions, the Installment Payment Provision paragraph is deleted in its entirety and replaced with the following:

INSTALLMENT PAYMENT PROVISION

In the event YOUR SERVICE CONTRACT is purchased at a point after YOU purchased your vehicle and YOU are paying for YOUR SERVICE CONTRACT by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original contract terms. If YOU choose to terminate coverage and receive a refund of any unused portion of the contract, YOU must follow the procedures under the CANCELLATION OF YOUR CONTRACT section to obtain any refund. As an alternative to a refund you may select to have the expiration date and mileage of the SERVICE CONTRACT modified to reflect the portion of the SERVICE CONTRACT that YOU have paid for. The modified expiration date and mileage of the SERVICE

CONTRACT will be calculated on a pro-rata basis by adding the amount of time and mileage that YOU have paid to the original in service date and in service mileage of the SERVICE CONTRACT. YOU may contact the ADMINISTRATOR toll-free at (800) 871-0467 for the modified terms of YOUR SERVICE CONTRACT.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile vendor to provide a warranty covering certain classes of used motor Vehicles as follows: Used **Vehicles** with 36,000 miles at the time of sale:

- Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used **Vehicle** with more than 36,000 miles or more but less than 100,000 miles at the time of sale:

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**:

In addition to the vendor warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the vendor warranty period and provides protection after the vendor warranty has expired. **You** have been charged separately only for this **Contract**. The required vendor warranty is provided free of charge. Furthermore, the Definitions, **Coverages,** and Exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required vendor warranty.

SOUTH CAROLINA

Under **CANCELLATION OF CONTRACT**- Section 3. Subsection a. 1) is deleted and replaced with the following:

a. 1) If this **Contract** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. In the event of cancellation, the lienholder, if any, will be named on a cancellation check as their interest may appear.

Under the **CANCELLATION OF CONTRACT** section, paragraph d.) is deleted in its entirety and replaced with the following:

d.) If **We** cancel the **Contract** for any reason other than nonpayment of the **Contract** charge, material misrepresentation by **You**, or a substantial breach of duties by **You**, **Administrator** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation by the **Administrator**. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

Under the **CANCELLATION OF CONTRACT** section, paragraph a.) is deleted and replaced with the following:

a.) If this **Contract** is canceled within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator.** The following is added to the **Vehicle Service Contract**: Obligations of the **Administrator** under this **Vehicle Service Contract** are insured under a service Contract reimbursement insurance policy.

TEXAS

Under the Cancellation Of Contract Section, Item 2 and 3 are deleted in their entirety and replaced with the following:

1. YOU may cancel this **Contract** at any time by forwarding YOUR written request directly to US. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Contract** is canceled by YOU within the first sixty (60) days and no claims have been filed, WE will refund the entire **Contract** purchase price. A ten percent (10%) penalty per

month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to US. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, WE will refund the unearned **Contract** purchase price to YOU calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the **Contract** was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars ($50).

2. 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 under the **Contract** relating to the Vehicle or its use. If this **Contract** is canceled by US, WE will refund the unearned **Contract** purchase price to YOU calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of seventy five dollars ($75).

If WE cancel the **Contract**, WE shall mail a written notice of cancellation to YOU at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **Contract** price, a material misrepresentation by YOU, or a substantial breach of duties by YOU relating to the Vehicle or its use. The notice will state the effective date of cancellation and the reason for cancellation.

YOU may apply for reimbursement directly to Lyndon Property Insurance Company if refund or credit is not paid before the 46th day after the date on which this **Contract** is returned to the ADMINISTRATOR under Section 1304.158.

UTAH

Note: Coverage afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association. The first paragraph under the ARBITRATION provision is deleted and replaced with the following:

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 NATIONAL ARBITRATION FORUM (“NAF”), UNDER THE CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. A COPY OF THE CODE OF PROCEDURE 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.

Item a., under the ARBITRATION provision is deleted and replaced with the following:

If **You** dispute **Our** determination to deny **You** benefits under this **Contract, You** must submit written notice to **Us** of **Your** intent to arbitrate that dispute.

Item d., under the ARBITRATION provision is deleted in its entirety.

The following is added to the Contract:

You may include the Contract price with the financing of the Vehicle or pay the Administrator for the entire amount of the Contract separately.

The following is added to the To File A Claim section:

We can be contacted at 1-800-871-0467. For emergency repairs, should a breakdown occur after the Administrator’s normal business hours and the cost of repair is $350 or less, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

The following is added to Reimbursement Option under To File A Claim:

Failure to file a claim within one hundred eighty (180) days does not invalidate a claim if You show it was not reasonably possible to file within one hundred eighty (180) days.

The following is added to the Cancellation of Contract section:

We may cancel the **Contract** within the first sixty (60) days for any reason. If the **Contract** has been in effect for more than sixty (60) days, the **Contract** may cancel only for one or more of the following reasons:

a. Nonpayment of service **Contract** price;

b. Material misrepresentation;

c. A substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering the **Contract**; or

d. Substantial breaches of contractual duties, conditions or warranties.

WE will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for nonpayment of the service Contract price) before the Contract is cancelled. Such cancellation notice will be delivered or mailed by first class mail. The following is added under the TERMS AND CONDITIONS section: Lyndon Property Insurance Company's phone number is (800) 950-6060.

The last paragraph under the ARBITRATION section is deleted and replaced with the following:

IF THIS SERVICE CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION.

VERMONT

The ARBITRATION provision is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process. Under TO FILE A CLAIM - Section 2, is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with this Contract.

WASHINGTON (PVP-1066 10-06)

The following are changes under the TERMS AND CONDITIONS section:

The following definitions are added:

Service Provider: means the person that is contractually obligated to this Service Contract Purchaser/Holder under the terms of this Service Contract. This Service Contract is between You and Protective Administrative Services, Inc., Administrative Address: 51 Mill Street, Hanover, MA 02339. Toll Free (800) 871-0467.

Motor Vehicle/Vehicle: means the Vehicle covered by this Service Contract, which is the one identified on the Declaration Page.

Service Contract Purchase Price/Provider Fee: means the price paid by You for the purchase of this Service Contract.

Reimbursement Insurance Policy: means a policy of insurance issued to the Service Contract Provider to provide reimbursement to the Service Contract Provider to pay on behalf of the Service Contract Provider all contractual obligations incurred by the Service Contract Provider under the terms of the Service Contracts issued/sold by Issuing Dealer/Service Contract Seller.

Service Contract: means this Service Contract and Your completed Declaration Page.

Service Contract Purchaser/Holder: means the purchaser of this Service Contract as named in the Declaration Page.

Issuing Dealer/Service Contract Seller: means the person who sells the Service Contract to the Service Contract Purchaser/Holder.

We, Us, Our or Provider: means the Service Provider.

You or Your: means the Service Contract Purchaser/Holder as named on the Registration Page.

The last paragraph of under TERMS AND CONDITIONS is deleted and replaced with the following;

You are entitled to make a direct claim against the insurance company. This Contract is guaranteed by policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017.

The following are changes under the WHAT IS NOT COVERED Section:

The following is added:

This Service Contract does not cover consequential damages.

The following is added to Item 3. under this section:

Your failure to perform maintenance must involve the failed part(s).

The cancellation section is deleted in its entirety and replaced with the following:

1) YOU may cancel this AGREEMENT any time.

a. Cancellation requests received within thirty (30) days will receive a full refund unless YOU return the AGREEMENT ten (10) or more days after its purchase in which case a cancellation fee of $25.00 will be charged. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of the return of the AGREEMENT to US.

b. All other cancellations are pro rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.

c. All other cancellations requested by YOU are subject to a twenty five dollar ($25.00) cancellation fee.

d. Return to the Vendor, Administrator, or Provider to complete and sign the cancellation forms, or

e. Mail written notice to the Vendor, Administrator, or Provider if YOU desire to cancel the Contract.

f. You may also contact the insurance company directly for cancellation.

The ADMINISTRATOR agrees to pay on behalf of the Vendor, the unearned refund based on the consideration received from the Vendor. The Vendor agrees to pay the unearned portion of the commission originated from the AGREEMENT sale date. A notarized odometer statement indicating the odometer reading at the date of the request will be required. The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective, (except in case of repossession, stolen, or totaled vehicles). The ADMINISTRATOR may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2) WE may cancel for any reason within the first sixty (60) days. After sixty (60) days WE may not cancel this AGREEMENT and are fully obligated under the terms of this AGREEMENT.

Written Notice of cancellation will be delivered to YOU at your last known address at least twenty-one (21) days prior to cancellation by registered mail. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation and will include any reimbursement required.

The **Installment Payment** Provision is deleted and replaced with the following:

In the event YOUR AGREEMENT is purchased at a point after YOU purchased YOUR vehicle and YOU are paying for YOUR AGREEMENT by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original contract terms. If YOU choose to terminate coverage and receive a refund of any unused portion of the contract, YOU must follow the procedures under the CANCELLATION Section to obtain any refund. As an alternative to a refund YOU may select to have the expiration date and mileage of the AGREEMENT modified to reflect the portion of the AGREEMENT that YOU have paid for. The modified expiration date and mileage of the AGREEMENT will be calculated on a pro rata basis by adding the amount of time and mileage that YOU have paid to the original in service date and in service mileage of the AGREEMENT. YOU may contact the ADMINISTRATOR toll-free at (800) 871-0467 for the modified terms of YOUR AGREEMENT.

The following are changes under the ARBITRATION provision:

Item a. is deleted and replaced with the following:

If YOU dispute OUR determination to deny YOU benefits under this Contract, YOU must submit written notice to US of YOUR intent to arbitrate that dispute as soon as reasonably possible following our determination.

Item d. is deleted and replaced with the following:

It is understood and agreed that the arbitration shall be binding upon the parties and that the state of Washington is the jurisdiction of any civil action in connection with this motor vehicle service contract.

The following language is deleted from the Arbitration provision:

IF THIS CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to the TO FILE A CLAIM Section:

For emergency repairs, should a breakdown occur after the ADMINISTRATOR'S normal business hours and the cost of repair is $350 or less, the pre-authorization requirement is amended. The ADMINISTRATOR must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. For repairs exceeding $350, contact the Administrator on the next business day at (800) 871-0467.

WISCONSIN

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

Under TO FILE A CLAIM, is deleted and replaced with the following:

Obtain Authorization from the Administrator – Prior to any repair being made instruct the Service Manager at the repair facility to contact the Administrator to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Contract.

In the event of emergency repairs, and You are unable to obtain prior authorization, the burden is on You to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this Contract. For such emergency repairs Your claim will not be denied solely for the lack of prior authorization.

The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.

Under REIMBURSEMENT – Once authorization is obtained and the repair is completed, all repair invoices and documentation must be submitted to the Administrator as soon as reasonably possible.

The ARBITRATION provision is amended as follows:

Under Item 2, SUBROGATION, the following is added:

WE shall not be entitled to any subrogation proceeds unless and until YOU have been fully reimbursed for YOUR loss.

Items 3 and 3d are amended by adding the following:

Arbitration is not mandatory and both parties must agree to the arbitration process.

The following are changes under the Cancellation of Contract Section:

The first paragraph of this section is deleted and replaced with the following:

All requests for cancellation shall be made to the selling vendor or Administrator. Upon request for cancellation, submit the following:

Items 3) a-d are deleted in their entirety and replaced with the following:

3) proof of warranty purchase. Upon receipt of the required information:

a. Cancellations are pro-rated based upon term or mileage, whichever is greater.

1) If a request is made within thirty (30) days of purchase, a full refund will be allowed.

2) If a request is made after thirty (30) days of purchase, a pro rata refund percentage figure will be provided.

b. The ADMINISTRATOR agrees to pay the pro rata unearned refund.

c. All cancellations are subject to a fifty dollar ($50.00) processing fee.

Under WHAT IS NOT COVERED, the first all capped paragraph is deleted and replaced with the following:

Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this SERVICE CONTRACT.

WYOMING

Under **CANCELLATION OF CONTRACT**, paragraph d.) is amended as follows:

d.) A cancellation made after thirty (30) days is subject to a fifty dollar ($50.00) processing fee.

The **ARBITRATION** provision is amended to state that arbitration is voluntary and nonbinding and Item d. of the **ARBITRATION** provision is deleted in its entirety.

The last three paragraphs under the CANCELLATION/TRANSFER section are deleted and replaced with the following:

- If a lending institution has financed the purchase of this **Agreement** and the **Agreement** is cancelled by **you**, the refund check will be made payable to the lending institution and You jointly.
- If the vehicle is repossessed by the lien holder, or if the vehicle is either totaled or an unrecovered theft, the refund check will be made payable to the Lien Holder and You jointly.
- All appropriate refund checks not involving a Lien Holder will be made payable to **You**.