

**IMPORTANT MESSAGE TO VEHICLE OWNERS**

**WE WOULD LIKE TO THANK YOU FOR CHOOSING THE  
TRIPLE DIAMOND PROGRAM  
ADMINISTERED BY VEMECO, INC.**

**REPAIR SERVICE - UNITED STATES AND CANADA**

If **Your Vehicle** is in need of repairs, visit any dealer or repair facility in the United States or Canada for repair service. If **Your Vehicle** is still under manufacturer warranty, return the **Vehicle** to a manufacturer authorized dealer.

**PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE  
A MOTOR VEHICLE.**

**VEHICLE OPERATION AND CARE**

Considering the investment **You** have made in **Your Vehicle**, **We** know **You** will want to operate and maintain it properly. **We** urge **You**, therefore, to follow the instructions contained in **Your** Owner's Manual and Maintenance Schedule Booklet.



**P.O. BOX 410  
ALVARADO, TX 76009  
Customer Service/Claims (877) 739-4802**

FIDELITY SAFEGUARD SOLUTIONS, INC. dba FIDELITY AUTOMOTIVE SOLUTIONS  
185 NW Spanish River Blvd., Suite 200B  
Boca Raton, FL 33431

## VEHICLE SERVICE CONTRACT

This Vehicle Service Contract together with the completed Proof of Registration complete this Contract.

### QUICK REFERENCE INDEX

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## TRIPLE DIAMOND POWERTRAIN PLUS FOR CARS, TRUCKS & SUVS

### PRE-OWNED / USED VEHICLE CONTRACT

THIS CONTRACT IS NOT VALID UNLESS PROOF OF REGISTRATION IS ATTACHED.

### DEFINITIONS

The following definitions apply to words frequently used in this Contract and appear in Bold Faced Type:

**You, Your** – Means the Contract Holder shown on the Proof of Registration or the person to whom this Contract was properly transferred.

**We, Us, Our** – Means the obligor of this Contract as stated on the Proof of Registration attached to this Contract.

**Administrator** – Means the Administrator as shown on the Proof of Registration.

**Contract** – Means this Vehicle Service Contract which You have purchased from Us to protect Your Vehicle.

**Proof of Registration** – Means the numbered document which must be attached to and forms part of this Contract. It lists information regarding You, Your Vehicle, Coverage selected, and other vital information.

**What This Contract Covers** – Lists the Coverages provided to You for Your Vehicle under this Contract.

**Coverage** – Means the protection You have selected, as listed in the What This Contract Covers Section.

**Vehicle** – Means the Vehicle which is described on the Proof of Registration.

**Deductible** – Means the amount You are required to pay, as shown on the Proof of Registration, for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

**Breakdown or Mechanical Failure** – These terms are used interchangeably and mean the failure of a covered part under normal service. 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. Subsequent Damages resulting from the Breakdown or Mechanical Failure of a covered part are covered by this Contract, except when You have failed to perform the recommended maintenance services for Your Vehicle.

**Subsequent Damage** – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of a covered or non-covered part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Registered** – Means a claim has been Registered only when the Administrator has been contacted and has issued a claim reference number.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of Your Vehicle prior to Contract issuance.

**Preferred Repair Facility** – A Repair Facility that has been selected and assigned by the Administrator to provide quality service to the customer.

**Commercial Use** – Means Vehicles Used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of Goods and Snow Removal (Vehicle must be equipped with factory installed or factory authorized snowplow package). Usage must not exceed manufacturer's ratings and/or limitations.

### WHAT THIS CONTRACT COVERS

**1. ENGINE** – engine block, cylinder head(s), cylinder barrels, timing cover, valve cover(s) and oil pan are covered only if damaged by the failure of an internally lubricated part listed below. The following internally lubricated parts are covered: pistons, wrist pins and rings, connecting rods and bearings, crankshaft and bearings, camshaft, lifters, followers and cam bearings, rocker arms, push rods, shafts and bushings, valves, springs, replaceable guides, seats, timing gear and chain, timing chain or belt and tensioner, eccentric shaft, oil pump, water pump, intake and exhaust manifolds, engine mounts and cushions, engine torque strut, harmonic balancer, flywheel/flex plate and ring gear, all pulleys, dip stick and filler tube. Also covered is the internally lubricated parts of the Vehicle manufacturer installed turbocharger or supercharger. The housing is only covered by the failure of an internally lubricated part. For Vehicles with rotary engines the following is covered: rotary chamber, main bearing, rotor, and the parts listed above.

**2. TRANSMISSION** – transmission case, transfer case and torque converter case are covered only if damaged by the failure of an internally lubricated part. All parts contained within the case including the following internally lubricated parts

are covered: oil pump, valve body, governor, vacuum modulator, internal linkage, bearings, gear sets, bands, main shaft, drum, sealing rings, dip stick and filler tube.

**3. DRIVE AXLE** – differential housing, transaxle housing and final drive housing only if damaged by the failure of an internally lubricated part. All parts contained within the housing including the following internally lubricated parts are covered: axle shafts, gear sets, bearings, constant velocity joints (CV), universal joints, drive shaft, locking hubs and rings, supports and retainers.

## ADDITIONAL COVERAGE

**RENTAL**– In the event of a **Breakdown** covered by this **Contract**, **Our Administrator** will reimburse **You** for actual expenses incurred for substitute transportation at the maximum daily rate of \$25.00 per day, not to exceed 6 days. One day's rental shall be allowed for each eight (8) hours, or portion thereof, of actual repair labor time as listed in a nationally recognized labor time standard. If a physical inspection of **Your Vehicle** is required prior to claim authorization, **We** will allow one additional day of rental reimbursement. A substitute vehicle must be rented from a licensed rental agency.

## SURCHARGED COVERAGES

**COMMERCIAL USE:** If the **Contract Proof of Registration** shows that **You** purchased the **Commercial Use** option, see **Commercial Use Definition** for specific usage.

## 24-hour Roadside Assistance Services, CALL 1-866-367-0797

Please note, these services are provided independent of this Vehicle Service **Contract**. 24-hour Roadside Assistance Services are provided by Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431.

In the event **Your Vehicle** is disabled, **We** will dispatch a service vehicle to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive 15 miles of towing at no cost, any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free 1-866-367-0797. **You** will be required to give the representative assisting **You** the following information:

Producer Code – 89671, **Your Vehicle Service Contract** Number on **Your Proof of Registration** and **Your** plan letter which is B.

### Coverage

One service is available per 72 hour period.

Services Available to **You** at no cost are:

- Tow up to 15 miles
- Battery Jump Start
- Flat Tire change
- Fuel Delivery (**You** are responsible for the actual cost of delivered materials)
- Locksmith

### Reimbursement

In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration.

### Reimbursable Costs

- Towing \$100
- All other services listed \$50

### Discounts

**Hotel and Motel Discounts** – Nation Safe Drivers has partnered with Hotels.com to offer hotel discounts to **You**. In order to access the discounts while traveling **You** may dial toll-free (800) 916-1439 and use discount code 136142. Same day reservations are taken until 8:00 p.m. local time. **You** may access the discounts online at

[www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL. When **You** book online or through the toll-free number **You** may send us **Your** hotel stay receipts and receive a 5% cash back rebate. Please send **Your** receipts to:

Nation Safe Drivers  
800 Yamato Rd., Suite 100  
Boca Raton, FL 33431  
Attn: Hotel Rebates Dept.

**Rental Car and Airfare** – **You** may visit [www.preferredmembers.com](http://www.preferredmembers.com) and select TRAVEL to take advantage of our online car rental and airfare packages.

**You** must send **Your** original receipted roadside bills along with a completed claim form to:

Nation Safe Drivers  
800 Yamato Rd., Suite 100  
Boca Raton, Florida 33431  
Attn: Claims

Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-800-338-2680.

## WHAT IS NOT COVERED (EXCLUSIONS)

This Vehicle Service **Contract** Provides No **Coverage** or **Benefits**:

- A. For any part not specifically listed in What This **Contract** Covers, or for any of the following parts: carburetor, battery and battery cable/harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV/VCR/DVD players, game centers, speakers, AM/FM radio/cassette/CD players, audio/video equipment, all touch screen and/or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting/receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve/solenoids/sensors, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, catalytic converter/filtering/sensors, emission vapor sensors, gas cap/filler neck, 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, any convertible top assemblies, hardware or linkages, tires, wheel/rims. External nuts, bolts and fasteners are not covered unless specifically listed in What This **Contract** Covers (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in **Your Vehicle's** owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses, drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- C. For any damage and/or **Breakdown** resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**, or improper servicing or repairs subsequent to purchase. For any **Breakdown** caused by sludge build-up resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or **Breakdowns** caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture) or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred or failure to have **Your Vehicle** towed to the service facility when continued operation may result in further damage. Continued operation includes **Your** failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking and not protecting **Your Vehicle** by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a **Breakdown** has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a **Breakdown** is **Your** responsibility and expense.
- F. If any alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not

recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase, or if **Your Vehicle** has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
- H. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Contract**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under What This **Contract** Covers), including any **Consequential Damage** to a non-covered part that results from a Breakdown.
- I. When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Contract**), or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). 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.
- J. If **Your Vehicle** is used for towing (unless **Your Vehicle** is equipped with factory installed or factory authorized tow package), or is used as a **Commercial** unit (unless appropriate surcharge is marked on the **Proof of Registration** and only as defined under "Definitions", "**Commercial Use**"), or is used for rental, taxi, limousine or shuttle, towing/wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
- K. For any **Pre-existing** condition or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** 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.
- L. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
- M. For diagnostic and/or teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

## CONDITIONS OF COVERAGE

\*\*\* IMPORTANT \*\*\*

Properly Maintain **Your Vehicle** and KEEP THE RECEIPTS – This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance will be required when **You** file a claim. SEE SECTION: "TERMS AND CONDITIONS" FOR SPECIFIC MAINTENANCE REQUIREMENTS.

OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and **Register** the claim BEFORE THE WORK IS PERFORMED. SEE SECTION: "DUTIES WHEN A **BREAKDOWN** OCCURS".

This Vehicle Service **Contract** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding.

This Vehicle Service **Contract** contains Limits of Liability. Please read, "LIMITS OF LIABILITY" under TERMS AND CONDITIONS" to determine what those are.

## DUTIES WHEN A BREAKDOWN OCCURS:

1. Protect **Your Vehicle** from further damage.
2. Take **Your Vehicle** to a licensed repair facility and have them call **Our Administrator** for instructions prior to proceeding with repairs. Failure to contact **Our Administrator** before repairs are made may result in the denial of the claim.
3. Present this **Contract** and required maintenance documents to the repair facility.
4. Prior to repairing **Your Vehicle** make sure that the repair facility obtains an authorization number for covered repairs from **Our Administrator**. Contact the **Administrator** Toll Free at: 1-888-333-8237.
5. Authorized claims must be submitted to **Our Administrator** in writing within sixty (60) days, (365 days in Wisconsin),

- (as soon as reasonably possible in Utah), to be deemed payable.
6. Should an emergency occur which requires a **Breakdown** repair be made at a time when the **Administrator's** office cannot be contacted, **You** must call the **Administrator's** office within five (5) business days from the date of repair, (365 days in Wisconsin), (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

## TERMS & CONDITIONS

This **CONTRACT** is between **US** and **YOU**, and is subject to all the Terms and Conditions contained herein.

### 1. **CONTRACT PERIOD**

**Coverage under this Contract begins 30 days and 1,000 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date** and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Proof of Registration** and/or when the Limits of Liability for the **Contract** have been reached.

If **You** purchased **Your Contract** with a single payment, **Your Contract** Purchase Date will become effective upon receipt of that payment. If **You** elected our payment plan, **Your Contract** Purchase Date will become effective upon receipt of down payment and will remain effective so long as the remaining installments are current and **Coverage** does not exceed expiration date/mileage or Limits of Liability of the **Contract**.

The **Vehicle** Plan expiration is measured in time/mileage from the **Contract** Purchase Date and Odometer Mileage (at **Contract** Purchase Date).

### 2. **COVERAGE**

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "What This **Contract** Covers" of this **Contract**.

### 3. **BREAKDOWN OF COVERED PARTS**

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the What This **Contract** Covers Section. **REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.**

### 4. **DEDUCTIBLE**

In the event of a **Breakdown** covered by this **Contract**, **You** will be required to pay a **Deductible**. No **Deductible** payment is required with respect to Towing, Rental, and Travel Expense **Coverages**, if provided by this **Contract**. **You** have a Per Component **Deductible**, as shown on the **Proof of Registration** for each Repair Visit. Consult the **Proof of Registration** in the section titled **Deductible** to verify **Your Deductible** amount. If a **Deductible** is not marked on **Your Proof of Registration**, **Your Deductible** is \$100. In addition, any **Deductible** will be reduced to \$50.00 at a **Preferred Repair Facility**. **You** may contact the **Administrator** for help in locating a **Preferred Repair Facility** (not available in all areas).

### 5. **TERRITORY**

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### 6. **LIMITS OF LIABILITY**

- a. **Per Assembly** – Our liability for any one (1) Repair Visit shall in no event exceed the trade-in value of **Your Vehicle** at the time of said Repair Visit, as listed in the Kelly Blue Book Used Car Guide, or \$2,500 per assembly for each Repair Visit, whichever is less.
- b. **Aggregate** – The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle**, or \$20,000, whichever is less (excluding tax, title and license fees).

### 7. **MAINTENANCE REQUIREMENTS**

- a. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of **Coverage**. If an Owner's Manual is not provided, **You** can contact **Your Vehicle's** manufacturer for maintenance requirements.
- b. It is required that verifiable receipts be retained for the service work performed during the ownership of **Your Vehicle** and the term of **Your Contract**. Or, if **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance

showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the **Administrator**.

**8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT**

- a. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract Holder**.
- b. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:
  - A completed transfer form; with
  - Name and Address of new owner, date of sale to new owner, current mileage; and
  - \$75.00 Transfer Fee made payable to the **Administrator**.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

**9. OUR RIGHT TO RECOVER PAYMENT**

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

**10. FINANCIAL AGREEMENTS**

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due. Should a claim arise before this **Contract** is paid in full, the remaining balance of the payment plan shall be deducted from the claim payment.

## CANCELLATION

- a. **You** may cancel this **Contract** by sending a letter of cancellation along with the **Contract** to the Seller at 185 NW Spanish River Blvd., Suite 200B, Boca Raton, FL 33431 (1-877-739-4802) or the **Administrator**. An odometer or a notarized statement indicating the odometer reading must be submitted. This **Contract** can only be cancelled by the original **Contract Holder**
- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Proof of Registration** and payment has not been received for this surcharge.
- c. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Proof of Registration** may cancel this **Contract** for non-payment, (except in the states of Utah and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted, the total amount of all authorized claims will be deducted from all refunds.

## SPECIAL STATE REQUIREMENTS/DISCLOSURES

### ALABAMA

CANCELLATION SECTION – the following is added to item **b.**:

**b.** No administrative fee will be charged if **We** cancel **Your Contract**.

Item **d.** is deleted and replaced by the following:

- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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 **Contract** term/miles and the date **Coverage** begins, less a twenty-five dollar (\$25) administrative fee. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

#### ALASKA

EXCLUSIONS SECTION – Item J. is amended by adding the following:

- J. 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.

Item N. is added as follows:

- N. This **Contract** does not provide **Coverage** for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Contract**), and attorney's fees.

#### ARIZONA

IMPORTANT CONDITIONS OF COVERAGE SECTION - THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.

TERMS & CONDITIONS – Item 10. is deleted and replaced with the following:

#### 10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, they shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract**.

CANCELLATION SECTION - the following is added to Item a.:

- a. **You** may also cancel this **Contract** by returning it to the **Administrator**, Warrantech Automotive, Inc., as listed on the **Proof of Registration**.

Items b. and d. are deleted and replaced with the following:

- b. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or **Your** misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** start date, or **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Proof of Registration** and payment has not been received for this surcharge.
- d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

EXCLUSIONS SECTION - Item F. is deleted and replaced with the following:

- F. If any alternations have been made to **Your Vehicle** after the **Contract** start date, or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on parts, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also, not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

Item G. is deleted and replaced with the following:

- G. If **Your** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to purchase.

Item K. is deleted and replaced with the following:

- K. If the information provided by **You** cannot be verified as accurate or is found to be deceptively inaccurate.

#### CONNECTICUT

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

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

**You** may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

#### HAWAII

DEFINITIONS SECTION – 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.

#### IDAHO

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

#### ILLINOIS

**IMPORTANT THINGS YOU NEED TO KNOW SECTION - THE DEFINITION OF "WE", "US" AND "OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS WARRANTECH AUTOMOTIVE, INC.**

EXCLUSIONS SECTION – Item E. is amended to read:

E. 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**.

CANCELLATION SECTION – Item d. is deleted and replaced with the following:

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first (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. The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service **Contract** price or fifty dollars (\$50). In the event of a cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

#### INDIANA

**Your** proof of payment to the issuing dealer 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**.

#### IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Proof of Registration** 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.

CANCELLATION SECTION – the following is added to Item d.:

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

#### 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.**

#### MISSOURI

CANCELLATION SECTION – Item b. is amended by adding and item d. is deleted and replaced with the following:

b. If the **Contract** Holder cancels this **Contract**, **We** must mail written notice of cancellation to **You** within 15 days of the cancellation.

d. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire purchase price of the **Contract**. The "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is cancelled 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 of the miles driven based on term/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of

return of the **Contract** to the **Administrator**. The total amount of all authorized claims will be deducted from all refunds.

#### NEBRASKA

CANCELLATION SECTION – Item **b.** is amended by adding the following:

- b.** If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

#### NEVADA

#### IMPORTANT INFORMATION YOU NEED TO KNOW SECTION - THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.

This Service **Contract** is not renewable.

The provisions of this **Contract** apply only to the original purchaser of the Service **Contract**.

CANCELLATION SECTION – Items **b.** and **d.** are DELETED and REPLACED with the following:

- b.** **We** may cancel this **Contract** within 70 days from the date of purchase for any reason. After 70 days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or if **Your Vehicle** is found to be used as a **Commercial Vehicle** and the applicable surcharge has not been marked on the **Proof of Registration** and payment has not been received for this surcharge. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins, no administrative fee will be deducted. In the event **We** cancel this **Contract**, written notice will be sent to **Your** last known address at least 15 days prior to cancellation with the effective date of the cancellation.
- d.** **You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within 30 days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first 30 days **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If **Your Contract** was financed, the outstanding balance will be deducted from any refund, however, **You** will not be charged for claims paid or repair service fees. If **You** cancel this **Contract** and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

#### NEW HAMPSHIRE

TERMS & CONDITIONS SECTION - Item 8.**b.** is deleted and replaced with the following:

- b.** To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser: Original **Contract** and **Proof of Registration**; and name and address of new owner, date of sale to new owner, current mileage.

CANCELLATION SECTION - Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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 refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

#### NEW YORK

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

Used vehicles with more than 36,000 miles but less than 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 no more 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 dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer 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 dealer warranty.

## NORTH CAROLINA

CANCELLATION SECTION – Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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 fifty dollar (\$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 refund check as their interest may appear. The total amount of all authorized claims will be deducted from all refunds.

## OKLAHOMA

**IMPORTANT INFORMATION YOU NEED TO KNOW SECTION – THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE OF FLORIDA, INC., LICENSE #60082.**

**Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty contracts.

**Disclosure Statement:** This service warranty is not issued by the manufacturer or wholesale company marketing this product. This warranty will not be honored by such manufacturer or wholesale company.

TERMS & CONDITIONS SECTION – Item **10.** is deleted and replaced with the following:

### 10. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no claims will be approved. Should a claim arise before this **Contract** is paid in full, the balance owed will be deducted from the claim payment.

CANCELLATION SECTION – Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled by the warranty holder after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**. The total amount of all authorized claims will be deducted from all refunds.

24-hour Roadside Assistance Services are provided by Nation Motor Club, Inc., 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431, 1-866-367-0797.

## OREGON

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

## RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

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

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

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

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

The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer 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 dealer warranty.

## SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803)-737-6180.

CANCELLATION SECTION – Item **b.** is amended by adding the following:

- b.** If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** at least 15 days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50.00) dollar administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service **Contract** to the provider. The total amount of all authorized claims will be deducted from all refunds.

#### TEXAS

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

CANCELLATION SECTION – Item **b.** is amended by adding the following:

- b.** If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

Item **d.** is amended by adding the following:

- d.** If a Service **Contract** is cancelled under this section and the provider does not pay the refund or credit the Service **Contract** Holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** Holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

#### UTAH

#### IMPORTANT INFORMATION YOU NEED TO KNOW SECTION - THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.

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

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

CANCELLATION SECTION- Item **b.** is deleted and replaced with the following:

- b.** **We** may cancel this **Contract** for the following reasons by sending **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:
  1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective 10 days after mailing of notice.
  2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

The motor club provided in **Your** **Contract** is Nation Motor Club, Inc., dba Nation Safe Drivers.

#### WISCONSIN

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

#### IMPORTANT INFORMATION YOU NEED TO KNOW SECTION - THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.

DUTIES WHEN A **BREAKDOWN** OCCURS - Item **4.** is deleted and replaced with the following:

- 4.** Prior to any repair being made, instruct the Service Manager at the repair facility to contact the **Administrator** to **Register** the claim. Any claim for repairs that have not been **Registered** may jeopardize **Coverage** except as provided under Emergency Repairs. The amount **Registered** with the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of the **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

CANCELLATION SECTION – Item **d.** is deleted and replaced with the following:

- d.** If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled 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/miles selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The motor club provided in **Your Contract** is Nation Motor Club, Inc., dba Nation Safe Drivers.

#### WYOMING

**Our** obligations under this Vehicle Service **Contract** are insured by a policy issued by the Insurance Company as noted on the **Proof of Registration**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

CANCELLATION SECTION - Items **b.** and **d.** are amended by adding:

- b.** The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.
- d.** 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 **Contract** to the provider. In the event the Lienholder is named on a Cancellation, both the **Contract** Holder and the Lienholder will be shown jointly on the cancellation refund check.

24 Hour Roadside Assistance Services are provided by Nation Motor Club, Inc.

**ADMINISTRATOR FOR FIDELITY AUTOMOTIVE SOLUTIONS: VEMECO, INC.**

**NATIONAL CLAIMS SERVICE 1-888-333-8237**

**(Answered 24 hours/365 days a year)**

**CUSTOMER SERVICE 1-877-739-4802**