

IMPORTANT INFORMATION YOU NEED TO KNOW

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.

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your Contract** Number on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

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

THINGS TO DO NOW

Verify **Registration Page** – The **Registration Page** must be attached to the front of this **Contract** to complete and validate this **Contract**.

Check Plan Code – Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the last three (3) letters of the Plan Code or the **Coverage** Name as shown on the **Registration Page** of this **Contract**. Please compare the last 3 letters of the Plan Code or the **Coverage** Name on the **Registration Page** with the Plan Code and Corresponding **Coverage** as listed under the **Schedule of Coverages**. If this box was left blank, or the Plan Code/**Coverage** Name is inaccurate, contact **Your Administrator** immediately.

Check **Your Deductible** – Please check the box labeled **DEDUCTIBLE** on **Your Registration Page**. The dollar amount in the box identifies the portion of the covered repair **You** will be required to pay if **You** have a claim.

NOTE: This **Contract** is not valid unless **You** have signed the **Registration Page** and it has been attached to the front of this **Contract**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

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: "PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**" 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: "**CONTRACT** HOLDER'S GUIDE TO FILING A CLAIM".

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 **Registration Page**.

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

Administrator – Means the **Administrator** as shown on the **Registration Page**.

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

Registration Page – 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.

Schedule of Coverages – Lists the **Coverages** and mileage limitations provided to **You** for **Your Vehicle** under this **Contract**.

Coverage – Means the protection **You** have selected, as listed in the **Schedule of Coverages** Section.

Vehicle – Means the **Vehicle** which is described on the **Registration Page**.

Deductible – Means the amount **You** are required to pay, as shown on the **Registration Page**, 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 – Means 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** 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 (not available in all areas).

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

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

1. CONTRACT PERIOD

Vehicle Plan expiration is measured in time/mileage from the Contract Purchase Date and Odometer Mileage (at Contract Purchase Date). All Plans require a mandatory “Waiting Period” before Coverage takes effect. The “Waiting Period” = 60 days and 1,500 miles from the Contract Purchase Date and Odometer Mileage at Contract Purchase. 60 days and 1,500 miles will be added to the term of Your Contract.

2. **COVERAGE**

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: "**Schedule of Coverages**" of this **Contract**. **Coverage** under this **Contract** will expire according to the Months and Mileage Term, whichever occurs first and/or when the Limits of Liability for the **Contract** have been reached.

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 **Schedule of Coverages**. 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** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Rental **Coverage**, if provided by this **Contract**. You have a Per Visit **Deductible**, that will be applied on a Per Repair Visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**. In addition, fifty dollars (\$50) of any **Deductible** will be waived for repairs made 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 Repair Visit** - Our liability for any one (1) repair visit shall in no event exceed three thousand dollars (\$3,000.00) for an engine/water pump claim, two thousand dollars (\$2,000.00) for a transmission/transaxle claim, and fifteen hundred dollars (\$1,500.00) for a transfer case claim.
- b. **Aggregate** - The total of all claims and benefits paid or payable while this **Contract** is in force shall in no event exceed the aggregate of three thousand dollars (\$3,000.00) for engine/water pump claim(s), two thousand dollars (\$2,000.00) for transmission/transaxle claim(s), and fifteen hundred dollars (\$1,500.00) for transfer case claim(s). The total aggregate of all claims paid or payable collectively shall be the lesser of sixty five hundred dollars (\$6,500.00) or the Actual Cash Value of **Your Vehicle** at the time of loss as defined in the current NADA Used Car Guide.

7. **MAINTENANCE REQUIREMENTS**

- a. In order to receive the full **Coverage** of this limited Service **Contract**, **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, at **Your** expense, as outlined in the Owner's Manual **EXCEPT FOR ENGINE OIL AND FILTER AND RADIATOR FLUSHES. THE ENGINE OIL AND FILTER MUST BE CHANGED EVERY THREE (3) MONTHS AND THREE THOUSAND (3,000) MILES, WHICHEVER OCCURS FIRST. THE ANTIFREEZE MUST BE FLUSHED EVERY TWENTY-FOUR (24) MONTHS AND TWENTY-FOUR THOUSAND (24,000) MILES, WHICHEVER OCCURS FIRST. 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 EXCEPT FOR THE ENGINE OIL, FILTER AND ANTIFREEZE AS STATED ABOVE.** 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**. Maintenance and/or service work receipts will be requested by the **Administrator**.

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

This Service **Contract** is not transferable.

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, 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** and no refund will be due 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 OF YOUR CONTRACT

- a. **You** may cancel this **Contract** by contacting the **Administrator** or the Seller from whom **You** purchased this **Contract**. An odometer or notarized statement indicating the odometer reading on the date of the request will be required.
- 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.
- c. If **Your Vehicle** and this **Contract** have been financed, the Lienholder shown on the **Registration Page** 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 **Contract** term/miles 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.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

- A. IF **YOUR VEHICLE** INCURS A **BREAKDOWN**, **YOU** MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:
1. Prevent Further Damage - Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so may result in the denial of **Coverage**.

2. Take Your Vehicle to a Licensed Repair Facility - If **Your Vehicle** breaks down, take **Your Vehicle** to any licensed repair facility (**You** may contact the **Administrator** for help in locating a repair facility).
3. Provide Repair Facility with a Copy of Your Contract and/or Your Contract Number.
4. Register Repairs with the Administrator - 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** will not be covered 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.
5. Authorize Teardown and/or Inspection - In some cases, **You** may need to authorize the repair facility to inspect and/or teardown **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
6. Review Coverage - After the **Administrator** has been contacted, review with the Service Manager what will be covered by this **Contract**.
7. Pay Any Applicable Deductible - **We** will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less the **Deductible** (if any). Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within sixty (60) days, (365 days in Wisconsin) (as soon as reasonably possible in Utah), to be eligible for payment.
8. Emergency Repairs - 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, (as soon as reasonably possible in Utah) (365 days in Wisconsin), to determine if such repair will be covered by this **Contract**. If covered, **You** will be reimbursed for the repair.

B. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:

Follow the same steps as above. If necessary, the repair facility will be paid for covered repairs, less **Your Deductible** (if any), by the **Administrator's** national charge card system (MasterCard or VISA) on **Your** behalf. In some cases, **You** may need to pay the repair bill in full. If so, **You** will be reimbursed for the **Registered** amount of the repair, less **Your Deductible** (if any). If **You** have any questions regarding claim procedures or **Coverages**, please call the **Administrator** at the following number and ask for a Customer Support Representative:

Administrator

P.O. Box 410, Alvarado, TX 76009

Customer Service/Claims (877) 647-9752; Fax (817) 785-6702

FOR 24-HOUR ROADSIDE ASSISTANCE SERVICES YOU MUST CALL (866) 751-3076

Available 24 hrs/day-365 days/year

HAVE AVAILABLE PRODUCER CODE (65448), YOUR VEHICLE SERVICE CONTRACT NUMBER, AND YOUR PLAN LETTER (B)

SERVICE MANAGER'S GUIDE TO FILING A CLAIM

STEPS TO FOLLOW WHEN FILING A CLAIM:

1. Advise Contract Holder – That evaluating the cause of the failure does not mean that the failure is covered under this **Contract**. All covered repairs must be **Registered** with the **Administrator**.
2. Contract Holder's Approval for Evaluation – Obtain approval from the **Contract** Holder to inspect and/or teardown **Vehicle** to determine cause and cost of repair. Save all components including fluids and filters, in the event the **Administrator** requires an inspection. Inform the **Contract** Holder that the cost of the teardown will not be paid if the failure of the component disassembled is not covered under the **Contract**.
3. Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs. NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any teardown.
4. Register the Repair with the Administrator – Call the **Administrator's** Service Manager's Support representative at (877) 647-9752 to **Register** the claim. Please have the following items ready when you place the call:
 - a. Customer's **Contract** Number
 - b. Cause of Failure and Cure
 - c. Cost of the Repair
 - d. Factory Part Number(s)
5. The Support Representative will Verify the Coverage and –
 - A. Register Claim – The **Administrator** will **Register** the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the **Administrator**, prior to submitting the claim for payment. When you call in to **Register** the claim, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

OR
 - B. Request Additional Evaluation – Request further evaluation, teardown or outside inspection.
 - I. Inspection – The **Administrator** reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. Diagnostic procedures not associated with the teardown are not covered.
 - II. Teardown – If a teardown is necessary in order to determine the cause of failure, the **Contract** Holder must approve the teardown. Please advise the **Contract** Holder that, if the component disassembled is not covered, then the **Contract** Holder must pay for the teardown.

Listed below is the Inspection Teardown Policy:

 - a. Save all components, including fluids and filters that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
 - b. The Support Representative will arrange for inspection.
 - c. If not visited within 48 hours, call the Support Representative.

OR
 - C. Deny Claim – Deny the request and issue a Reference Number.

6. Review Repairs with Contract Holder – After the **Administrator** has been contacted, review with the **Contract Holder** what will be covered by the **Contract** and what portions of the repairs, if any, will not be covered.
7. Contract Holder's Approval for Repairs – Obtain the **Contract Holder's** approval to complete the repairs. All repair orders must have **Contract Holder's** signature.
8. Submit Repair Orders for Payment – All repair orders and documentation must be submitted to the **Administrator**, at the address noted under "**Contract Holder's** Guide to Filing A Claim" within sixty (60) days (365 days in Wisconsin).

SCHEDULE OF COVERAGES

POWERTRAIN COVERAGE (ZAI)

ENGINE and WATER PUMP: The following parts only are covered: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. All internally lubricated parts of the turbocharger/supercharger (factory installed only). The engine block, cylinder heads and turbocharger/supercharger housing are also covered if the above-listed parts caused a **Breakdown** of the engine block, cylinder heads or turbocharger/supercharger housing. No other parts are included under this **Contract**. Parts that require normal manufacturer's recommended replacement intervals are not covered under this **Contract**. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

TRANSMISSION/TRANSAXLE: All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. **Breakdown** of the Transmission/Transaxle case if caused by the failure of an internally lubricated covered part. Damage resulting from failure by related parts or units such as, but not limited to: friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the engine and transmission are not covered. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

TRANSFER CASE: All internally lubricated parts of the 4 X 4 Transfer Case. **Breakdown** of the Transfer Case if caused by the failure of an internally lubricated covered part. Damage resulting from failures by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the Transfer Case are not covered. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

POWERTRAIN PLUS COVERAGE (ZPI)

ENGINE and WATER PUMP: The following parts only are covered: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters, rocker arm shafts and water pump. All internally lubricated parts of the turbocharger/supercharger (factory installed only). The engine block, cylinder heads and turbocharger/supercharger housing are also covered if the above-listed parts caused a **Breakdown** of the engine block, cylinder heads or turbocharger/supercharger housing. No other parts are included under this **Contract**. Parts that require normal manufacturer's recommended replacement intervals are not covered under this **Contract**. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

TRANSMISSION/TRANSAXLE: All internally lubricated parts of Manual or Automatic Transmissions, including oil pump, drums, planetaries, sun gear and shell, shafts, bearings, side gears, carrier pinion gear, ring gear, shift rail, forks, synchronizers, and Torque Converter. **Breakdown** of the Transmission/Transaxle case if caused by the failure of an internally lubricated covered part. Damage resulting from failure by related parts or units such as, but not limited to: friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the engine and transmission are not covered. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

TRANSFER CASE: All internally lubricated parts of the 4 X 4 Transfer Case. **Breakdown** of the Transfer Case if caused by the failure of an internally lubricated covered part. Damage resulting from failures by related parts or units such as, but not limited to: Friction parts, such as clutches, of any kind, levers, controls, linkage, cables, radiator, coolers, rubber mounts, external oil lines, viscous couplings, drive axles and electrical components, internal or external, to the Transfer Case are not covered. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

ELECTRICAL: Alternator, voltage regulator, heater fan, and starter motor.

AIR CONDITIONING: Condenser, compressor, and evaporator. Orifice Tube and Accumulator/Receiver Dryer is also covered if required in connection with the repair of a covered part listed above. Seals and gaskets are only covered when required in connection with the replacement of a covered part.

BENEFIT

RENTAL: In the event of a **Breakdown** covered by this **Contract**, We will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while **Your Vehicle** is at a licensed repair facility. **Coverage** will be provided to **You** on the following basis, up to a maximum of thirty-five dollars (\$35) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of one hundred seventy-five dollars (\$175) for each repair visit. This **Coverage** does not apply to the time waiting for parts, services, weekends or other delays beyond the control of the repair facility or the **Administrator**. No **Deductible** will apply to this benefit.

EXCLUSIONS

This Service Contract Provides No Coverage or Benefits:

- A. For any part not specifically listed in the **Schedule of Coverages**, 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, wheels/rims. External nuts, bolts and fasteners are not covered unless specifically listed in the **Schedule of Coverages** (except where required in conjunction with a covered 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 (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- 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 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. 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 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 even if wear and tear on that part has exceeded the field tolerances allowed by the manufacturer.
- 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 the **Schedule of Coverages**), 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, which includes farming or ranching, route work, job-site activities, service or repair work, delivery of goods, snow removal, 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.

24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL 1-866-751-3076

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 1-866-751-3076. **You** will be required to give the representative assisting **You** the following information: Producer Code – 65448, **Your Vehicle Service Contract** Number on **Your Registration Page** 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

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 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 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 or by calling toll-free 1-800-338-2680.

STATE REQUIREMENTS/DISCLOSURES

ALABAMA

CANCELLATION OF **YOUR CONTRACT** 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 INFORMATION YOU NEED TO KNOW SECTION – THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE, INC.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** – 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 OF **YOUR CONTRACT** 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 **Registration Page**.

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 for **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.

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 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 alterations 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.

GEORGIA

EXCLUSIONS SECTION – Item **D.** is deleted and replaced with the following:

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 contaminants resulting from **Your** failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, 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** from further damage by continuing to drive creating damage beyond the initial failure.

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

F. If any alterations have been made to **Your Vehicle**, while owned by **You**, 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.

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

G. If, while owned by **You**, **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.

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

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

CANCELLATION OF YOUR CONTRACT SECTION – Item **b.** is deleted and replaced by the following:

b. **We** may cancel this **Contract** for non-payment of the **Contract** charge with a 10 day written notice from the date of mailing or delivery in person of such notice of cancellation and no administration fee will be charged. Cancellation for material misrepresentation or for fraud shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation.

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 and the date **Coverage** begins. An administration fee of 10% of the pro-rata amount will be applied if this **Contract** is cancelled 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 cancelled 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 **Registration Page**.

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 INFORMATION 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 OF **YOUR CONTRACT** 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 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 **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

CANCELLATION OF **YOUR CONTRACT** 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 OF **YOUR CONTRACT** 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**. This “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 the **Contract** term/miles 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 OF **YOUR CONTRACT** 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 or transferrable.

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

CANCELLATION OF **YOUR CONTRACT** 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. 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 **Contract** term/miles 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 \$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

CANCELLATION OF **YOUR CONTRACT** 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 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.

NORTH CAROLINA

CANCELLATION OF **YOUR CONTRACT** 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 and the date **Coverage** begins, less an administration fee of \$50 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.

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

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

- d.** In the event the **Contract** is cancelled by the warranty holder, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium. **We** shall retain ten percent (10%) of the unearned pro-rata **Contract** purchase price or fifty dollars (\$50.00), whichever is less. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. The total amount of all authorized claims will be deducted from all refunds.

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 OF **YOUR CONTRACT** 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 **Contract** term/miles 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 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 OF **YOUR CONTRACT** 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 OF **YOUR CONTRACT** 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:
- We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective 10 days after mailing of notice.
 - We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

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.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM – Item **A.4.** is deleted and replaced with the following:

- 4. Register Repairs with the Administrator** – 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** prior to having repairs made may jeopardize **Coverage** under this **Contract**, 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 this **Contract**. Any additional amount must be **Registered** with the **Administrator**, prior to submitting the claim for payment.

CANCELLATION OF **YOUR CONTRACT** 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 **Contract** term/miles 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.

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 **Registration Page**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

CANCELLATION OF **YOUR CONTRACT** 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 the **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.

SPECIMEN