

Coverage Booklet

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This Contract is between you and us and applies only to the Vehicle identified on the Registration Page associated with this Coverage Booklet and only if you have paid the full Contract Purchase Price indicated on the Registration Page. You may contact us by mail at P.O. Box 770 Deerfield, IL 60015-0770, or by phone at 800-323-5771.

A. Definitions

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Coverage Booklet, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page. If we discover that an item was entered onto the Registration Page incorrectly, we may correct the error and regard a term appearing in this Coverage Booklet as referring to the item as corrected.

Business Use means the consistent, if not exclusive, use of the Vehicle in the commission of a commercial endeavor.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section J (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the numbered page, which is the first part of this Contract, containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed repair facility operated by the Dealer or an independent provider.

You and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and **our** refer to the administrator, service provider and obligor.

B. When Coverage Begins and Ends

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section M (Contract Cancellation). Contract expiration varies by Vehicle Plan and is determined by adding Term Months indicated on the Registration Page to the appropriate measurement date for your Vehicle Plan, as described below.

New Vehicle Plan (also applies to pre-owned vehicles that qualify as new):

This Contract expires as soon as Term Months are exceeded as measured from the Manufacturer's Warranty Start Date. Example: If you purchase a 60-month Vehicle Plan and the Manufacturer's Warranty Start Date was 10 months prior to the Contract Purchase Date, the Contract will expire after 50 months from the Contract Purchase Date.

Pre-owned Vehicle Plan, Post Sale Vehicle Plan and Renewal Vehicle Plan:

This Contract expires as soon as Term Months are exceeded as measured from the Contract Purchase Date. Example: If you purchase a 60-month Vehicle Plan, this Contract will expire after 60 months from the Contract Purchase Date.

C. Deductible

Each time there is a Covered Repair, you must pay the amount of the Deductible. The Deductible will be reduced by \$50 whenever the Dealer performs the Covered Repair(s). If a Covered Part repaired or replaced under this Contract fails again, the Deductible will not apply to subsequent repairs or replacements of the same Covered Part. If no Deductible is indicated on the Registration Page, your Deductible will be \$200. The Deductible does not apply to the additional benefits described in Section I (Additional Benefits).

D. Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to follow the manufacturer's storage recommendations when the Vehicle is stored for six months or more at a time, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a Mechanical Breakdown claim or requesting additional benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a Mechanical Breakdown claim or request additional benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. **You must obtain preauthorization from us before any repairs are made to the Vehicle.**

E. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**

2. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
3. We will not reimburse you to the extent a Mechanical Breakdown is also covered by any third party's warranty, insurance policy or service contract. Except as otherwise provided in this paragraph, a third party's deductible will be regarded as part of its coverage. This paragraph applies regardless of whether the third party honors its coverage obligation. This paragraph will not free us from any obligation we would otherwise have to pay the excess over such coverage plus up to \$100 of any third-party deductible you must pay.

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below for the coverage selected and paid for, as indicated on the Registration Page.

Silver Coverage (Component Groups 1 – 5):

1. Chassis frame: all components in the lift crank system (for pop-up and hi-lo campers) ♦ brackets ♦ coupler ♦ hubs ♦ scissor jacks ♦ spring hangers ♦ welds ♦ wheelbase frame landing gear ♦ winch stand.
2. Auxiliary Power Plant/Power Steps: all internally lubricated parts of the Power Plant engine ♦ gauges ♦ generator electrical components ♦ head and/or cylinder block if damaged by the failure of an internally lubricated part ♦ hydraulic door ♦ interior monitor and control panel ♦ inverter ♦ P.C. Board(s) ♦ power converter ♦ starter ♦ switches ♦ voltage regulator ♦ power step system.
3. Suspension: actuators ♦ coil and leaf springs ♦ rubberized suspension components ♦ spindles ♦ axle shafts ♦ wheel bearings.
4. Brake System: backing plates ♦ hydraulic or electrical brake actuators ♦ master cylinder.
5. Seals and gaskets: seals, gaskets and sealing boots for all Covered Parts unless specifically excluded in Section J (Exclusions and Other Coverage Limitations).

Gold Coverage (Component Groups 1 – 14):

All items in Component Groups 1-5 described above and the following:

6. Water Heater: burner assembly ♦ control panel ♦ electronic ignition assembly ♦ fittings and connections ♦ gas valve ♦ heating element(s) ♦ P.C. Board(s) ♦ switches ♦ tank ♦ thermocouple ♦ thermostat ♦ wiring harness.
7. Waste System: fittings and connections ♦ gate valves ♦ holding tanks ♦ shower ♦ sink(s) ♦ toilet.
8. Fresh Water System: compressor ♦ traps ♦ water lines ♦ water pump ♦ water tank.
9. Air Conditioning/Heat Pump/Ventilation: accumulator ♦ blower motor ♦ capacitors ♦ compressor ♦ condenser ♦ control panel ♦ P.C. Board(s) ♦ ducts ♦ electronic module ♦ evaporator ♦ expansion valve ♦ heat strips ♦ heat pump ♦ pressure cycling switch ♦ receiver dryer ♦ relays ♦ switches ♦ thermostat ♦ ventilation fans.
10. Range and Oven: burner assembly ♦ burner valves ♦ L.P. fittings and connections ♦ microwave oven ♦ P.C. Board(s) ♦ power hood ♦ thermocouple ♦ thermostat.
11. L.P. Gas System: fittings ♦ gas lines ♦ gauges ♦ mounting brackets ♦ pig tails ♦ regulators ♦ shut-off system ♦ valves.
12. Heating System: blower motor ♦ burner assembly ♦ furnace igniter ♦ gas valve ♦ heat pumps ♦ heat strips ♦ L.P. fittings and connections ♦ P.C. Board(s) ♦ thermocouple ♦ thermostat.
13. Refrigerator: burner assembly ♦ cooling unit ♦ igniter ♦ L.P. fittings and connections ♦ P.C. Board(s) ♦ thermocouple ♦ thermostat.
14. Slide-Out Room(s): motor assembly excluding seals and gaskets.

Platinum Coverage (Component Groups 1-15):

All items in Component Groups 1-14 described above and the following:

15. Platinum Component Package: alarm sensors ♦ audio/video: antenna motor(s), rear stereo system (**excluding speakers**), TV and VCR/VCP ♦ awning mechanism (**excluding cover**) ♦ carbon monoxide/ smoke detectors ♦ central locking system ♦ central vacuum cleaner system ♦ coach leveling jack system: all electrical, hydraulic and mechanical components ♦ compass ♦ dishwasher ♦ door handles, locks and hinges ♦ electrical outlets ♦ electronic/remote entrance ♦ external barbecue ♦ external nuts, bolts, washers and lock washers in conjunction with a Covered Repair ♦ fresh water system: faucets, fittings and connections ♦ freezer ♦ garbage disposal ♦ ice maker ♦ interior and exterior light fixtures (excluding bulbs) ♦ kitchen center ♦ rear monitor system ♦ slide-out room(s): all electrical, hydraulic and mechanical components of the slide-out room extension and raised roof extension systems ♦ spot light system ♦ thermometer ♦ trash compactor ♦ washer/dryer (**excluding belts and hoses**) ♦ any other parts or components not specifically excluded in Section J (Exclusions

and Other Coverage Limitations), including, but not limited to, assistive devices, awning wind sensor, security systems, and seals and gaskets on slide-out room systems and appliances.

F. Optional Consequential Failure

(Platinum Coverage Only)

The benefits described below are available if you chose Platinum Coverage and if you selected and paid for the Optional Consequential Failure Surcharged Package, and they apply to events occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace selected parts or components described below that are otherwise excluded under Section J (Exclusions and Other Coverage Limitations) if such parts or components fail or are damaged due to the Mechanical Breakdown of a Covered Part. The parts or components we will cover under this package are limited to the following: batteries ♦ belts ♦ brake linings or shoes ♦ brake pads ♦ brake drums and rotors ♦ exhaust and emission systems ♦ filters ♦ fuel cells ♦ fuses ♦ hoses ♦ light bulbs ♦ rainwater collection and filtration systems ♦ shock absorbers ♦ solar panels ♦ spark plugs ♦ spark plug wires ♦ wind turbine.

G. Optional Tire and Wheel

Call **866-815-5207 (Prompt 3)** to report the occurrence of a damaged tire or wheel and request a tracking number.

The benefits described below are available only if you selected and paid for the Optional Tire and Wheel Surcharged Package, and they apply to events occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. Benefits apply to the Vehicle identified on the Registration Page and your tow vehicle if the latter is in the process of towing or camping with the Vehicle when a tire or wheel is damaged due to a road hazard, such as potholes or road debris. Reimbursement for the repair or replacement of a tire or wheel will be made at the industry retail replacement cost for the original tire or wheel. Replacements, when necessary, will be made with new tire or wheel of like kind, quality and value as the original tire or wheel. You may choose to replace the damaged tire or wheel with one of greater value; however, you will be responsible for any cost (including applicable taxes) in excess of the industry retail replacement cost for the original tire or wheel. The Optional Tire and Wheel Surcharged Package is not subject to Section C (Deductible), Section H (Reporting a Mechanical Breakdown Claim) or Section K (Limits of Liability) of this Contract.

1. **Tire Repair:** We will reimburse you for the actual cost to repair a flat tire caused by a road hazard. The repair will be performed using the inflated spare tire for the Vehicle or the tow vehicle. If an inflated spare tire is unavailable, the Vehicle or the tow vehicle will be towed to the nearest Repair Facility
2. **Tire Replacement:** We will reimburse you for the cost to replace a tire irreparably damaged due to a road hazard. Reimbursable costs include charges for mounting, balancing and valve stems. Benefits apply to

replacement tires for the duration of this Contract. Aggregate benefits for the duration of this Contract are limited to four occurrences regardless of the number of tires replaced per occurrence.

3. **Wheels/Rims:** We will reimburse you for the cost to repair or replace a wheel rendered unserviceable due to a road hazard. Wheel inspection may be required for claim approval. Aggregate benefits for the duration of this Contract are limited to four occurrences regardless of the number of wheels replaced per occurrence.
4. **Taxes:** We will reimburse you for the cost of any applicable taxes.

Prior notification is required before any tire or wheel is repaired or replaced. Within 30 days of an incident, send a copy of the repair or replacement invoice, including tracking number, tread depth of damaged tire, detailed description, cause of the damage, photograph(s) of the damaged tire or wheel and any other information reasonably requested to:

VAS
Attn: PRV Reimbursement
4287 Beltline Road, #198
Addison, TX 75001

The Optional Tire and Wheel Surcharged Package is subject to the exclusions described in Section J (Exclusions and Other Coverage Limitations), as applicable. Damages and costs resulting from or falling within any of the following descriptions are also excluded from coverage: resulting from chain damage or use on a construction site • resulting from collision with a curb, object or another vehicle • resulting from improper or inadequate maintenance, including misalignment, suspension problems, improper tire inflation, mechanical issues resulting in abnormal wear and tear, dry rot, salt water exposure or tire(s) worn to less than 3/32 inch tread depth • tires or wheels that are oversized or otherwise inconsistent with manufacturer's recommendations • tires or wheels transferred from another vehicle • damage that does not affect performance or safety, such as sidewall rim pinches or bruises • damage covered by any other insurance, warranty or service contract • consequential losses or damages.

H. Reporting a Mechanical Breakdown Claim

(Does not apply to Optional Tire and Wheel Surcharged Package)

To obtain service during normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of this Contract or the Contract Number, if possible.
3. You or the Repair Facility must contact us at **888-756-5529** to obtain authorization before any parts are repaired, replaced or cleaned.
4. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be

responsible for any disassembly charges if the associated repairs are not Covered Repairs.

5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.
6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

To obtain service after normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. You or the Repair Facility must contact us at **888-756-5529** before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.
3. Obtain a written repair estimate from the Repair Facility.
 - a. If the estimate is under \$500, you may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.
 - b. If the estimate is \$500 or more, you must contact us during normal business hours on the next business day to obtain prior authorization. We will not reimburse you or the Repair Facility for repairs performed without our prior authorization regardless of whether the repairs would otherwise qualify as a Covered Repair.
4. Requirements 4-6 listed above for service initiated during normal business hours also apply to service initiated after normal business hours.

I. Additional Benefits

(Silver and Platinum Coverage Only)

If you selected Silver or Platinum Coverage, the following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. You are responsible for providing us with copies of receipts or other documents supporting these expenses within 30 calendar days after the costs are incurred. These documents should be mailed to the following address: P.O. Box 770, Deerfield, IL 60015-0770, Attn: Claims.

Courtesy Support Services

The following Courtesy Support Services are available 24 hours a day seven days a week.

Technical Assistance: Call **866-815-5207 (Prompt 4)** for technical diagnosis and instruction from a team of RVIA / ASE / Master certified technicians. This service provides first level assistance with basic troubleshooting and common operational issues. Be prepared to provide the Vehicle chassis type, year, make, a brief problem description, and location. (You or the operator performing technical adjustments or modifications does so at his/her own risk.) For mobile mechanic service, you must

request Emergency Roadside Assistance at **866-815-5207 (Prompt 7)**. **Please note that not all Repair Facilities perform mobile service calls.**

Concierge Services: Call **866-815-5207 (Prompt 5)** for assistance with locators for ATMs, businesses, historical sites, pet care providers, pharmacies, hospitals, emergency care and RV storage facilities ♦ reservations for car rentals, hotels and restaurants ♦ golf tee time reservations and referrals ♦ emergency return travel arrangements ♦ turn-by-turn driving directions ♦ traffic reports and road closings ♦ campground referrals ♦ wireless device assistance ♦ ticket coordination for theaters, movies and sporting events ♦ weather reports ♦ shopping centers ♦ local activities calendar.

Service Assistance Options: Call **866-815-5207 (Prompt 6)** to obtain assistance with locating a Repair Facility. **Please note that not all Repair Facilities perform mobile service calls.**

Emergency Roadside Assistance and Towing (Sign and Drive Coverage)

The emergency roadside assistance and towing benefits described below are available 24 hours a day seven days a week in the United States, its territories and possessions and Canada. These benefits are extended to the tow vehicle if the tow vehicle was used to tow or camp with the Vehicle and the tow vehicle was less than 15 years old when the incident occurred. Our ability to provide some of these benefits may be limited due to safety considerations or regulatory constraints. Only services requested through our dispatcher will be honored. Call **866-815-5207 (Prompt 7)** to request service.

Emergency Roadside Assistance: The following benefits are available if the Vehicle or tow vehicle becomes inoperable for any reason other than accidental collision or physical damage: flat tire change using the Vehicle's inflated spare; delivery of fuel, water and other fluids necessary to operate the Vehicle (**excluding the cost of fluids**); lock-out assistance; and jump start. Emergency roadside assistance benefits are limited to \$300 per occurrence.

Towing: Towing to the nearest Repair Facility and/or winch-out services are available if the Vehicle or tow vehicle becomes immobile for any reason other than accidental collision or physical damage. Winch-out service is only available within 25 feet of a paved road and will not be provided if the Vehicle was intentionally driven off road. Services are limited to \$1,000 per occurrence.

Reimbursement Benefits

Call **888-756-5529** during normal business hours to report a claim for reimbursement for the benefits described below.

Travel Expenses: We will reimburse you for expenses incurred for meals and lodging up to \$250 per day for a maximum of five days when the Vehicle is undergoing an unexpected and previously unscheduled Covered Repair that occurred more than 50 miles from your residence and required the Repair Facility to keep the Vehicle overnight. The day the Mechanical Breakdown occurs is considered the first day for the purpose of applying this benefit. Valid lodging and meal receipts are required for you to receive reimbursement. Expenses incurred after the Covered Repair has

been completed are ineligible for reimbursement.

Service Call: In the event of a Covered Repair that renders your Vehicle immobile, we will reimburse you for actual expenses incurred for a service call not to exceed \$100 per occurrence (\$200 per occurrence if your Vehicle breaks down more than 50 miles from the nearest Repair Facility) in addition to normal parts and labor charges.

Food Spoilage: If a Covered Repair directly affects your Vehicle's freezer/refrigerator or the Repair Facility fails to continually operate the freezer/refrigerator while your Vehicle undergoes repairs exceeding eight hours, we will reimburse you for actual expenses for food and beverage spoilage, not to exceed \$100 per occurrence.

Fuel/L.P. Gas: If your Vehicle has a Mechanical Breakdown due to a fuel tank failure or requires fuel to be drained due to a failed Covered Part, we will reimburse you up to \$250 per occurrence for fuel and/or L.P. gas replacement.

Manufacturer's Deductible: If a Mechanical Breakdown covered by the manufacturer's warranty would otherwise have qualified as a Covered Repair under this Contract, we will reimburse you for the deductible charged by the manufacturer up to a maximum of \$100 per occurrence.

Pet Benefit: In the event of a Covered Repair, we will reimburse you for actual expenses incurred for pet removal, transporting, handling and boarding (including hotel/motel pet surcharges, subject to the provisions of the Travel Expenses benefit), not to exceed \$275 per occurrence. This benefit applies only to domestic animals and horses. Livestock will not be covered under this benefit.

Emergency Transportation: In the event of a Covered Repair, we will reimburse you for actual expenses incurred by you and members of your party for airfare or a rental car (one way or round trip rental, including fuel) if all of the following conditions apply: (1) you cannot operate your Vehicle for three or more consecutive days due to a Covered Repair, (2) you are more than 50 miles away from home, and (3) you and/or a member of your party must return home. Airfare benefits are limited to \$250 per person and a maximum of \$750 per occurrence. Rental car benefits are limited to \$300 per occurrence.

J. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

- Repairs or replacements falling within any of the following descriptions: not authorized in advance, except as provided for after-hours service in Section H (Reporting a Mechanical Breakdown Claim) ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address a preexisting condition for a post-sale or renewal Contract ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due**

to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software + to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) + to address oil sludging, burnt valves or engine detonation failure + to address deficiencies in finish carpentry or cosmetic damage to fixtures + to remedy floors that are uneven, warping or cracking.

2. **Damages and costs falling within any of the following descriptions:** arising from fraud, bad faith or personal injury + punitive or exemplary + to property, other than as specifically covered in this Contract + attorney fees + arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, freight charges or fuel surcharges + replacement of an entire system due to obsolescence or unavailability of a Covered Part.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving or racing + is used for Business Use, unless the Business Use Mandatory Surcharge is selected and paid for + is retrofitted with aftermarket equipment to use alternative fuels.
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse + use of the Vehicle off-road + improper servicing + failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer or your State + failure to take reasonable precautions to prevent further damage when an apparent problem exists + continued operation of the Vehicle in an overheated state + collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism + contaminated or incompatible fluid + lean or improper fuel mixture + clogged filters + faulty or negligent repair work + rust, or corrosion + water, explosion, acts of nature or other external forces or events + mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense + failure of a Covered Part when caused by the failure of or damage to a non-covered part + failure of a non-covered part even if caused by the failure of a Covered Part, unless you selected and paid for the Optional Consequential Failure Surcharged Package + occurring when a condition exists for which we cancel the Contract (see Section M (Contract Cancellation) for further details).
5. **A part falling within any of the following descriptions:** batteries + bedding + body and trim items such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams and paint + cabinets and vanities + caulking, sealants, washers and grouting + distributor cap and rotor + doors + furniture and upholstery fabric + hard surface, resilient and finished wood flooring + hybrid vehicle battery pack/module, external battery charger and service plug + louvers and vents + microwave or

oven meat probes, rotisseries, handles, knobs and dials ♦ permanent exterior utility services ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ seals and gaskets for slide-outs and appliances unless Platinum Coverage is selected ♦ siding ♦ walls, wall coverings, ceilings and wood framing ♦ weather strips ♦ wind turbine ♦ window assemblies ♦ window shades, treatments and draperies ♦ wiring for cable, satellite or telephone ♦ woodwork and millwork ♦ after-market (non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Dealer, is improperly installed, or is not installed in accordance with manufacturer specifications ♦ any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ if you selected Silver Coverage, any part(s) not specified in Component Groups 1-5 ♦ if you selected Gold Coverage, any part(s) not specified in Component Groups 1-14.

6. **Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items:** adjustments and alignments ♦ belts (except timing belts) ♦ brackets ♦ brake drums and rotors ♦ exhaust systems ♦ external bolts, clips, loose fasteners and connections unless you selected Platinum Coverage ♦ fluid caps and reservoirs ♦ friction materials ♦ fuses ♦ head and tail light assemblies ♦ hoses ♦ illumination devices ♦ lubricants (except to complete a Covered Repair) ♦ shop supplies ♦ spark plugs and wires ♦ speakers ♦ storage costs and caster/camber adjustments (unless required in conjunction with a Covered Repair) ♦ tires ♦ valve grinding ♦ wheel balancing ♦ wheels/rims ♦ any other items subject to scheduled maintenance or wear damage.

K. Limits of Liability

IMPORTANT: PLEASE READ CAREFULLY

The total dollar benefits paid under this Contract are limited to the Vehicle Purchase Price. The total dollar benefit paid for any Covered Repair is limited to the least of the following: (a) total cost of repairs and reimbursement benefits described in Section I (Additional Benefits); (b) the actual cash value of the Vehicle (excluding tax, title and license fees) immediately prior to the Mechanical Breakdown, based on the then current edition of a nationally recognized pricing guide; and (c) the cost to replace Covered Parts, including labor and applicable taxes (the "Replacement Cost"). **The Replacement Cost for air conditioners, water heaters, heat pumps, ventilation equipment, ranges and ovens, refrigerators, and audio/video equipment on Vehicles more than 6 years old as of the date of Mechanical Breakdown will be reduced by multiplying the Replacement Cost by the percentage in the following table that corresponds to the age of the Vehicle:**

Vehicle Age on Date of Mechanical Breakdown	Percentage
7-8 Years	10%
9-10 Years	20%
11-12 Years	35%
13-15 Years	50%

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

L. Contract Transfer

This Contract may be transferred at the request of the Contract Holder(s) to the next owner of the Vehicle if the Contract has not expired or been cancelled.

Within 60 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, and copies of documents required by the manufacturer to transfer the warranty. Contract transfers are subject to a \$75 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

M. Contract Cancellation

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) the Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications;

(b) you have committed a material breach of duties with regard to this Contract; (c) you have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) you did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
3. We will honor the rights of a lienholder to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder as sole payee, to the lienholder and you as joint payees or, if you provide us with proof of clear title, to you as sole payee.

N. Arbitration and Other Matters Concerning Disputes

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally-recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules,

subject to any contrary provisions of this Contract.

4. If you dispute a claim determination under this Contract, you must initiate arbitration or, when applicable, a court proceeding within 60 calendar days following the determination. If you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract, the 60 days will be measured from the insurer's determination. Your failure to meet this requirement will deny you the right to dispute the determination. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.

O. State Amendment Requirements/Disclosures

This Contract is amended to comply with the requirements and disclosures for the Dealer's state set forth below.

Alabama

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$25. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 5 days prior to the effective

date of cancellation. Prior notice is not required if the reason we cancel is for nonpayment of the full Contract Purchase Price or a material misrepresentation by you to us relating to the covered Vehicle or its use.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Alaska

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Lyndon Property Insurance Company, a Protective company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract within 60 days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid less an administrative fee of \$75 or 7.5% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75 or 7.5% of the Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Refunds will be returned or credited within 45 days after receipt of your written request for cancellation. A penalty in the amount of 10% of the unearned Contract Purchase Price per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) you are convicted of a crime having as one of its necessary elements

an act increasing a hazard covered by this Contract; (b) we discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract; (c) we discover a grossly negligent act or omission by you that substantially increases the hazards covered by this Contract; (d) physical changes are made to the Vehicle that result in the Vehicle becoming ineligible for coverage under this Contract; (e) you commit a substantial breach of duties related to the Vehicle; or (f) you did not pay the full Contract Purchase Price. We shall mail a written notice to you at your known last address, stating the effective date and reason for cancellation, at least 5 days prior to cancellation. Prior notice is not required if we cancel this Contract because you did not pay the full Contract Purchase Price, you committed a fraudulent act or made a material misrepresentation in obtaining or pursuing a claim under this Contract.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- b. If we cancel this Contract and you have not incurred a claim in the first 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

If we cancel this Contract, we shall refund or credit your account within 45 days after the date of cancellation. If we do not pay or credit your refund within 45 days after we cancel this Contract, a penalty in the amount of 10% of the unearned Contract Purchase Price per month shall be added to the refund.

The first paragraph of Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and, if elected by you, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

The Administrator/Obligor in Arizona is Protective Administrative Services, Inc., P.O. Box 770, Deerfield, IL 60015-0770.

Subsection 5 of Section J (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

- 5. A part falling within any of the following descriptions: batteries ♦ bedding ♦ body and trim items such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams and paint ♦ cabinets and vanities ♦ caulking, sealants, washers and grouting ♦ distributor cap and rotor ♦ doors ♦ furniture and upholstery fabric ♦ hard surface, resilient and finished wood flooring ♦ hybrid vehicle battery pack/module, external battery charger and service plug ♦ louvers and vents ♦ microwave or oven meat probes, rotisseries, handles, knobs and dials ♦ permanent exterior utility services ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ seals and gaskets for slide-outs and appliances unless Platinum Coverage is selected ♦ siding ♦ walls, wall coverings, ceilings and wood framing ♦ weather strips ♦ wind turbine ♦ window assemblies ♦ window shades, treatments and draperies ♦ wiring for cable, satellite or telephone ♦ woodwork and millwork ♦ after-market (non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Dealer, is improperly installed, or is not installed in accordance with manufacturer specifications ♦ if you selected Silver Coverage, any part(s) not specified in Component Groups 1-5 ♦ if you selected Gold Coverage, any part(s) not specified in Component Groups 1-14.**

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75.
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we

discover the reason for cancellation.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund the Amount Paid less an administrative fee of \$75.
- b. If we cancel this Contract and you have incurred a claim within the first 60 calendar days or if we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

Section N (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix, Arizona 85018.

Arkansas

Section A (Definitions) is amended by adding the following definitions:

Punitive damages are those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary damages are those awarded in addition to actual damages.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$50.
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$50. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata

method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

N. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to this Contract:

The California Provider License number for Protective Administrative Services, Inc. is 0B71048.

This Contract does not cover pre-existing conditions.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 800-927-4357.

Section A (Definitions) the definition of Mechanical Breakdown is deleted and replaced with the following:

Mechanized Part Failure means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

All references to the term "Mechanical Breakdown" in this Contract are deleted and replaced with the term "Mechanized Part Failure".

Section D (Your Responsibilities) is deleted and replaced with the following:

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to follow the manufacturer's storage recommendations when the Vehicle is stored for six months or more at a time, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a Mechanical Breakdown claim or requesting additional benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a Mechanical Breakdown claim or request additional benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. You must obtain preauthorization from us before any repairs are made to the Vehicle.

Subsection 3 of Section E (Coverage) is deleted and replaced with the following:

3. We will not reimburse you to the extent a Mechanized Part Failure is also covered by any third party's warranty, insurance policy or service contract. Except as otherwise provided in this paragraph, a manufacturer's deductible will be regarded

as part of its coverage. This paragraph applies regardless of whether the third party honors its coverage obligation. This paragraph will not free us from any obligation we would otherwise have to pay the excess over such coverage plus up to \$100 of any manufacturer deductible you must pay.

“To obtain service after normal business hours” of Section H (Reporting a Mechanized Part Failure Claim) is deleted and replaced with the following:

To obtain service after normal business hours: Follow the instructions below and contact us at 888-756-5529 the next business day during normal business hours.

- 1. Take immediate action to prevent further damage to the Vehicle.**
- 2. Obtain a written repair estimate from the Repair Facility.**
- 3. You must provide maintenance records showing that the Vehicle has been properly maintained according to the manufacturer’s specifications.**

Subsections 2 and 3 are required before you contact us.

- 4. You or the Repair Facility must contact us at 888-756-5529 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
- 5. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanized Part Failure. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
- 6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

Section I (Additional Benefits), the following disclaimer is included:

NOTICE: Due to restrictions placed by state law, Technical Assistance, Concierge Services and Food Spoilage benefits are not available in California.

Subsection Reimbursement Benefits of Section I (Additional Benefits), Pet Benefits is deleted and replaced with the following:

Pet Benefit: In the event of a Covered Repair, if the pet is being transported when a Mechanized Part Failure occurs, we will reimburse you for actual expenses incurred for pet removal, transporting, handling and boarding (including hotel/motel pet surcharges, subject to the provisions of the Travel Expenses benefit), not to exceed \$275 per occurrence. This benefit applies only to domestic animals and horses. Livestock will not be covered under this benefit.

Section M (Contract Cancellation) is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:
 - a. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the “Amount Paid”).
 - c. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

- d. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$25 or 10% of the Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date under the following conditions:
 - a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
 - b. We refund the Amount Paid within 30 days from the date of cancellation. However, if we have paid a claim, or have advised you in writing that we will pay a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. We may at any time cancel this Contract if you did not pay the full Contract Purchase Price, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to you.
 - b. If this Contract is cancelled within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund the Amount Paid. If this Contract is cancelled within 60 calendar days of the Contract Purchase Date and you have incurred a claim or if this Contract is cancelled more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
 - c. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
 - d. This Contract ceases to be valid no less than 5 days after the postmark date of the notice.
 - e. The notice states the specific grounds for the cancellation.
4. We may at any time cancel this Contract for material misrepresentation or fraud by you, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to you.
 - b. The refund is paid within 30 days of the date of cancellation. We will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
 - c. The notice states the specific nature of the misrepresentation.
5. If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.
6. If we are cancelling this Contract pursuant to subsection 3, 4, or 5, and we have paid a claim, or have advised you in writing that we will pay a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
7. We will honor the rights of a lienholder to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder as sole payee, to the lienholder and you as joint payees or, if you provide us with proof of clear title, to you as sole

payee.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

N. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid, less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned pro-rata Amount Paid based on unused Term Months, less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel this Contract for nonpayment of the Contract Purchase Price, a material misrepresentation by you or a substantial breach concerning the Vehicle or its use by you.

If this Contract is cancelled by us for any reason other than nonpayment of the Contract Purchase Price, we shall refund to you 100% of the unearned pro-rata Amount Paid. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

Connecticut

The Obligor/Service Provider in Connecticut is Protective Administrative Services, Inc., P.O. XTRA-TT-CB (3/15)

Box 770, Deerfield, IL 60015-0770.

The following is added to this Contract:

If the Term Months are less than 12 months, the Term Months will be automatically extended for the period during which the Vehicle is in the custody of a Repair Facility.

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 770 Deerfield, IL 60015-0770.

Subsection 1 of Section M (Contract Cancellation) is amended by adding the following:

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

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

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

District of Columbia

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

N. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

In Florida the administrator, service provider and obligor for this Contract is **The Advantage Warranty Corporation** (Florida Certificate of Authority #60071). The mailing address for the administrator is P.O. Box 770, Deerfield, IL 60015-0770.

The following is added to this Contract:

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

The following language in the fourth paragraph on the Registration Page is not applicable in Florida and is deleted in its entirety:

We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Dealer or any other party.

Section I (Additional Benefits) Concierge Services is deleted in its entirety. Concierge Services are not available in Florida.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.

a. If you cancel this Contract within 60 calendar days of the Contract Purchase

Date, we will refund 100% of whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75 or 5% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The refund will be calculated using 90% of the unearned pro-rata Amount Paid and will be the lesser of the amount determined based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons: (a) There has been a material misrepresentation or fraud at the time of the sale of this Contract; (b) You have failed to maintain the Vehicle as prescribed by the manufacturer; or (c) You did not pay the full Contract Purchase Price, in which case we shall provide you notice of cancellation by certified mail. Cancellation will be effective as of the date we discover the reason for cancellation.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid less any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract and you have not incurred a claim in the first 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The refund will be calculated using not less than 100% of the unearned pro-rata Amount Paid and will be the lesser of the amount determined based on unused Term Months.
 - c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The refund will be calculated using not less than 100% of the unearned pro-rata Amount Paid and will be the lesser of the amount determined based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section L (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser) before this Contract has expired. Within 60 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, and copies of documents required by the manufacturer to transfer the warranty. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

The first paragraph in Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we

acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions

Georgia

Subsection 1 of Section J (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions:** not authorized in advance, except as provided for after-hours service in Section H (Reporting a Mechanical Breakdown Claim) ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address a preexisting condition know to you for a post-sale or renewal Contract ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ burnt valves or engine detonation failure ♦ to address deficiencies in finish carpentry or cosmetic damage to fixtures ♦ to remedy floors that are uneven, warping or cracking.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving or racing ♦ is used for Business Use, unless the Business Use Mandatory Surcharge is selected and paid for ♦ is retrofitted with aftermarket equipment to use alternative fuels by you or with your knowledge.
5. **A part falling within any of the following descriptions:** batteries ♦ bedding ♦ body and trim items such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams and paint ♦ cabinets and vanities ♦ caulking, sealants, washers and grouting ♦ distributor cap and rotor ♦ doors ♦ furniture and upholstery fabric ♦ hard surface, resilient and finished wood flooring ♦ hybrid vehicle battery pack/module, external battery charger and service plug ♦ louvers and vents ♦ microwave or oven meat probes, rotisseries, handles, knobs and dials ♦ permanent exterior utility services ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ seals and gaskets for slide-outs and appliances unless Platinum Coverage is selected ♦ siding ♦ walls, wall coverings, ceilings and wood framing ♦ weather strips ♦ wind turbine ♦ window assemblies ♦ window shades, treatments and draperies ♦ wiring for cable, satellite or telephone ♦ woodwork and millwork ♦ after-market

(non-manufacturer) equipment and manufacturer equipment which is not installed by the manufacturer or Dealer, is improperly installed, or is not installed in accordance with manufacturer specifications by you or with your knowledge • any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer • if you selected Silver Coverage, any part(s) not specified in Component Groups 1-5 • if you selected Gold Coverage, any part(s) not specified in Component Groups 1-14.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The refund will be calculated using 90% of the unearned pro-rata Amount Paid based on unused Term Months.
2. We may cancel this Contract at any time before it expires only for one or more of the following reasons: (a) You commit fraud; (b) You make a material misrepresentation; or (c) You did not pay the full Contract Purchase Price. You will receive written notice of cancellation to comply with section 33-24-44 of the Georgia Insurance Code. We will give written notice at least 30 days (10 days for nonpayment of the full Contract Purchase Price) prior to the effective date of cancellation. If we cancel this Contract, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

N. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

Section G (Optional Tire and Wheel) is not available.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require

additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.

- a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We may cancel this Contract by mailing you at least 5 days prior notice to you. The notice shall state the effective date of cancellation. The notice shall state the effective date of cancellation. Prior notice is not required if the reason we cancel is for nonpayment of the full Contract Purchase Price or a material misrepresentation by you. Cancellation will be effective as of the date we discover the reason for cancellation.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Idaho

The following is added to this Contract:

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

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under

this Contract or to confirm an earlier effective date for cancellation.

- a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$50.
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$50. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Illinois

Section M (Contract Cancellation), is amended by adding the following:

The Administrator is responsible for honoring cancellation requests.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. We are responsible for honoring cancellation requests. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.

- a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less.
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$50 or 10% of the Contract Purchase

Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

- c. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50 or 10% of the Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Indiana

The following is added to this Contract:

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

Your proof of payment to the Dealer or to us for this Contract shall be considered proof of payment to the insurance company which guarantees our obligations to You, provided such insurance was in effect at the time you purchased this Contract.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Lyndon Property Insurance Company, a Protective company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company. If you cancel this Contract and you do not receive a refund from us or the Dealer within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to this Contract:

If you have any questions regarding this Contract, you may contact us by mail or by phone. Refer to the Registration Page for our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, 330 Maple Street, Des Moines, IA 50319-0065; telephone number 515-281-5705.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts may be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle. Unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division, used parts will not be used to replace Covered Part(s) without prior written authorization from you. Rebuilt parts will not be used to replace Covered Part(s) unless the parts are rebuilt according to national standards recognized by the Insurance Division.**

Subsections 1 of Section M (Contract Cancellation) is deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation. We shall mail a written notice of cancellation to you within 15 days after your written cancellation request is received.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid within 30 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Kansas

Section G (Optional Tire and Wheel) is not available.

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits) is deleted and replaced with the following:

Emergency Roadside Assistance and Towing (Sign and Drive Coverage)

The emergency roadside assistance and towing benefits described below are available 24 hours a day seven days a week in the United States, its territories and possessions and Canada. These benefits are extended to the tow vehicle if the tow vehicle was used to tow or camp with the Vehicle and the tow vehicle was less than 15 years old when the incident occurred. Our ability to provide some of these benefits may be limited due to safety considerations or regulatory constraints. Only services requested through our dispatcher will be honored. Call **866-815-5207 (Prompt 7)** to request service.

Towing: Towing to the nearest Repair Facility and/or winch-out services are available if the Vehicle or tow vehicle becomes immobile for any reason other than accidental collision or

physical damage. Winch-out service is only available within 25 feet of a paved road and will not be provided if the Vehicle was intentionally driven off road. Services are limited to \$1,000 per occurrence.

Subsections Service Call, Food Spoilage and Fuel/L.P. Gas, of Section I (Additional Benefits) is deleted in its entirety. These benefits are not available in Kansas.

Louisiana

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the full Contract Purchase Price paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$50.
 - b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$50.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

Maine

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the

Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. The refund will be calculated using 100% of the unearned pro-rata Amount Paid and will be the lesser of the amount determined based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. If we cancel this Contract, we will mail a written notice to you at least 15 days prior to cancellation stating the effective date and reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason other than you did not pay the full Contract Purchase Price, we will refund the Amount Paid less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date for any reason other than you did not pay the full Contract Purchase Price, we will refund the unearned Amount Paid less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Maryland

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits), and item 1. Tire Repair under Section G (Optional Tire and Wheel), are amended by adding the following:

Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 770 Deerfield, IL 60015-0770.

Subsections 1 of Section M (Contract Cancellation) is deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.

- a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Massachusetts

Section G (Optional Tire and Wheel) the following language is added:

Optional Tire and Wheel does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Section L (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser) before this Contract has expired or been cancelled.

Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, and copies of documents required by the manufacturer to transfer the warranty. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has

been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 15 days (5 days for nonpayment of the full Contract Purchase Price) prior to the effective date of cancellation.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid less any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- b. If we cancel this Contract and you have not incurred a claim in the first 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Minnesota

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract,

the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 15 days (5 days for nonpayment of the full Contract Purchase Price or a material misrepresentation by you to us) prior to the effective date of cancellation.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Mississippi

In Mississippi this is a dealer obligor Contract. The Dealer who sold the covered Vehicle and this Contract to you is the provider contractually obligated to you. The administrator is Protective Administrative Services, Inc., Administrative Office: P.O. Box 770, Deerfield, IL 60015; 888-323-5771.

Subsection 2 of Section M (Contract Cancellation) is deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) the Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) you have committed a material breach of duties with regard to this Contract; (c) you have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) you did not pay the full Contract Purchase Price. Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED

BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

- 1. IN NO EVENT WILL YOU HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**
- 2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENT AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
- 3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY-RECOGNIZED ARBITRATION**

ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.

- 4. IF YOU DISPUTE A CLAIM DETERMINATION UNDER THIS CONTRACT, YOU MUST INITIATE ARBITRATION OR, WHEN APPLICABLE, A COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING THE DETERMINATION. IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, THE 60 DAYS WILL BE MEASURE FROM THE INSURER'S DETERMINATION. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.**
- 5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.**

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The **Administrator/Provider** in Missouri is Protective Administrative Services, Inc., P.O. Box 770, Deerfield, IL 60015-0770.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Lyndon Property Insurance Company, a Protective company, at: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty of the outstanding amount per month shall be added to a refund that is not paid within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date you have incurred a claim, we will refund the unearned Amount Paid less an administrative fee of \$50. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$50. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

The first paragraph in Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You are bound by the arbitration only when you have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall be held in the county of your residence or place of business unless you have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Montana

Subsection 2 of Section M (Contract Cancellation) is deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Purchase Price or a material misrepresentation by you to us.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Nebraska

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Lyndon Property Insurance Company, a Protective company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 800-950-6060. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

N. Matters Concerning Disputes:

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Nevada

The following is added to this Contract:

XTRA-TT-CB (3/15)

THIS CONTRACT IS NONRENEWABLE.

This Contract does not cover pre-existing conditions.

In the event of an emergency situation essential to the health and safety of the Contract Holder, and claims cannot be reached, and if the emergency involves the loss of plumbing, heating, cooling or electrical services, repairs will commence within 24 hours after the report of the claim.

If the emergency renders the Vehicle unfit for the Contract Holder to live in due to defects that immediately endanger the health and safety of the occupants of the Vehicle and (If) the administrator determines the repairs cannot practicably be completed with three calendar days after the report of the claim. The administrator shall provide a status report of the following:

1. List of required repairs or services
2. Primary reason that caused required repairs or services to extend beyond three calendar days period.
3. Current estimated time to complete repairs or services
4. Contact information for the Contract Holder to make additional inquiries with a commitment by Administrator to respond to the inquiry no later than one business day after the inquiry.

Subsections 3 and 4 of Section J (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving or racing ♦ is used for Business Use, unless the Business Use Mandatory Surcharge, New Rental Vehicle Plan or Pre-Owned Rental Vehicle Plan is selected and paid for.**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: the Vehicle is retrofitted with aftermarket equipment to use alternative fuels ♦ your negligence or misuse ♦ use of the Vehicle off-road ♦ improper servicing ♦ failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer or your State ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contaminated or incompatible fluid ♦ lean or improper fuel mixture ♦ clogged filters ♦ faulty or negligent repair work ♦ rust, or corrosion ♦ water, explosion, acts of nature or other external forces or events ♦ mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part, unless you selected and paid for the Optional Consequential Failure Surcharged Package ♦ occurring when a condition exists for which we cancel the Contract (see Section M (Contract Cancellation) for further details).**

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date

more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.

- a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you have incurred a claim within the first 60 calendar days or if you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date for any reason. After 70 calendar days, we may only cancel this Contract for one or more of the following reasons: (a) Your conviction of a crime which results in an increase in the service required under this Contract; (b) Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service; (c) Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract; (d) A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or (e) You did not pay the full Contract Purchase Price.
- a. If we cancel this Contract, we will mail a written notice of cancellation to you 15 days prior to the effective date of cancellation.
 - b. If we cancel this Contract, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

New Hampshire

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are backed by Lyndon Property Insurance Company, a Protective company, the reimbursement insurer, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on behalf of the obligor any sums the obligor is legally obligated to pay or shall provide the service the obligor is legally obligated to undertake, according to the obligor's contractual obligations under this Contract. In the event the obligor does not pay or provide for a Covered Repair within 60 days after you submitted proof of loss to the obligor and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the reimbursement insurer.

Section G (Optional Tire and Wheel), the following is added to this Contract:

Optional Tire and Wheel does not cover a property and casualty loss, such as a loss due to theft, vandalism or collision.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Any controversy or claim arising out of or relating to it, or to its breach, including a dispute regarding a claim determination, shall be settled by voluntary and, if elected by you, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate

dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, if you elect to have a dispute settled through arbitration, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the reimbursement insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally-recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you dispute a claim determination under this Contract, you must submit written notice to us of your intent to arbitrate (if you voluntarily elect to have the dispute settled through arbitration) within 60 calendar days following the determination. If you have exercised your right to seek satisfaction from a reimbursement insurer backing our obligations under this Contract, the 60 days will be measured from the insurer's determination. In no event may arbitration or a court proceeding arising out of or relating to this Contract or its breach be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If you elect to settle a claim or controversy arising out of or relating to this Contract or its breach through legal proceedings rather than arbitration, any such legal proceeding will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.

The following is added to this Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-7973.

New Jersey

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase

Date, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A monthly penalty of 10% penalty based upon the full Contract Purchase Price, shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.

- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an Administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel this Contract for nonpayment of the Contract Purchase Price, a material misrepresentation or omission by you or a substantial breach of contractual obligations concerning the Vehicle or its use by you.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

New Mexico

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or

credited within 60 days after your written cancellation request is received.

- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date for any reason. After 70 calendar days, we may only cancel this Contract for one or more of the following reasons: (a) Your conviction of a crime that results in an increase in the service required under this Contract; (b) Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service hereunder; (c) Discovery of an act or omission by you, or a violation by you of any condition of this Contract, which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice of cancellation to you at least 15 days prior to the effective date of cancellation.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

New York

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or

credited within 30 days after your written cancellation request is received.

- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Purchase Price.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

North Carolina

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75 or 10% of the unearned Amount Paid, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on

unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) A direct violation by you of this Contract; or (b) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75 or 10% of the unearned Amount Paid, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Ohio

Section G (Optional Tire and Wheel), the following is added to this Contract:

This Contract is not insurance and is not subject to the insurance laws of this state.

If we fail to perform or make payment due under the terms of this Contract within 60 days after you request performance or payment pursuant to the terms of this Contract. You may request performance or payment directly from the insurance company, including any obligation in this Contract by which we must refund you upon cancellation.

Oklahoma

The Administrator/Obligor in Oklahoma is The Advantage Warranty Corporation, 800-323-5771, P.O. Box 770, Deerfield, IL 60015-0770.

The following is added to this Contract:

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty Statutes do not apply to Business Use references in service warranty contracts.

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 770 Deerfield, IL 60015-0770.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase

Date, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75 or 10% of the unearned Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid less an administrative fee of \$75 or 10% of the unearned Contract Purchase Price, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. Cancellation will be effective as of the date we discover the reason for cancellation.
- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract and you have not incurred a claim in the first 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
 - c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

The first paragraph in Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by mandatory non-binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The obligor under this Contract in Oregon is Protective Administrative Services, Inc., 800-323-5771, P.O. Box 770, Deerfield, IL 60015-0770.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If we and you do not agree whether Coverage is provided under this Contract for a

claim made by or against you, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Registration Page is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if Coverage is found to exist. If Coverage is not found, each party will:

- a. pay its chosen arbitrator; and
- b. bear the other expenses of the third arbitrator equally.

If the parties agree to arbitrate, it shall not restrict or impair the parties access to the courts.

Pennsylvania

Section G (Optional Tire and Wheel) is not available.

South Carolina

The following is added to this Contract:

In the event of a disputed claim, South Carolina residents may contact the South Carolina Insurance Department directly at Capital Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, or by calling 800-768-3467. This Contract is not insurance.

This Contract does not cover pre-existing conditions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with state and federal laws.**

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata

method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Purchase Price or a material misrepresentation by you to us.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

South Dakota

Section G (Optional Tire and Wheel) is not available.

Texas

The following is added to this Contract:

Any unresolved complaints concerning us or questions concerning the regulation of contract service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Lyndon Property Insurance Company at, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, or by calling 800-950-6060, if a Covered Repair is not paid or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund to you or credit your account whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). We will reduce your refund for any claims we paid for Covered Repairs.

This Contract will be considered fully earned if claims paid exceed the refund amount.

- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund to you or credit your account the unearned Amount Paid less an administrative fee of \$50. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

If we do not pay the refund or credit your account before the 46th day after your written cancellation request is received by us, we are liable to you for a penalty for each month an amount remains outstanding equal to 10% of the amount outstanding.

You may apply for reimbursement directly to Lyndon Property Insurance Company if a refund or credit is not paid before the 46th day after your written cancellation request is received by us.

The right to cancel this Contract is not transferable to a subsequent Contract Holder(s) of this Contract.

2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. We shall mail a written notice to you, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Purchase Price, fraud or a material misrepresentation by you to us.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund the Amount Paid less any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract and you have not incurred a claim in the first 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.
 - c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Utah

The following is added to this Contract:

You may include the Contract Purchase Price with the financing of the Vehicle, or pay the entire amount separately.

Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

This Contract does not cover pre-existing conditions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with state and federal laws.**

Section E (Coverage) and Section G (Optional Tire and Wheel) are amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

“To obtain service after normal business hours” in Section H (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

To obtain service after normal business hours: Follow the instructions below and contact us at 888-756-5529 the next business day during normal business hours.

- 1. Take immediate action to prevent further damage to the Vehicle.**
- 2. Obtain a written repair estimate from the Repair Facility.**
- 3. You must provide maintenance records showing that the Vehicle has been properly maintained according to the manufacturer’s specifications.**

Subsections 2 and 3 are required before you contact us.

- 4. You or the Repair Facility must contact us at 888-756-5529 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
- 5. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
- 6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**
- 7. Failure to give any notice or file proof of loss required by this Contract within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to give notice or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.**

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 770 Deerfield, IL 60015-0770.

Subsection 2 of Section M (Contract Cancellation) is deleted and replaced with the following:

- 2. We cancel this Contract within the first 60 calendar days after the Contract Purchase Date for any reason by providing 10 days written notice to you. The notice shall be delivered or mailed by first class mail to you. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons: (a) You did not pay the full Contract Purchase Price; (b) material misrepresentation; (c) substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into this Contract; or (d) substantial breach of contractual duties, conditions or warranties. We shall delivery or mail first class a written notice to you, stating the reason for cancellation, at least 30 days (10 days for nonpayment of the full Contract Purchase Price) prior to the effective date of**

cancellation.

- a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
- b. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section N (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY’S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICITON.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you dispute a claim determination under this Contract, you must initiate arbitration or, when applicable, a court proceeding within three years following the determination. If you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract, the three years will be measure from the insurer’s determination. Your failure to meet this requirement will deny you the right to dispute the determination. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Vermont

Subsections 1 of Section M (Contract Cancellation) is deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the “Amount Paid”).
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the “Amount Paid”) less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully

earned if claims paid exceed the refund amount.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

The first paragraph in Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration is binding upon the parties only if both parties agree to the arbitration process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Washington

The following is added to this Contract:

This Contract does not cover pre-existing conditions.

Service of Suit: The commissioner of insurance is our attorney to receive service of legal process in any action, suit or proceeding in any court.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are guaranteed by a Reimbursement Insurance Policy issued by Lyndon Property Insurance Company, a Protective company. The Reimbursement Insurance Policy number is 55-WA-VW601-0906. You may file a claim directly with the insurance company at: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund from us or the Dealer please contact the insurance company.

Section A (Definitions) is amended by adding the following definitions:

Contract means this vehicle service contract coverage booklet and the completed Registration Page.

Contract Price (Provider Fee) means the price paid by you for the purchase of this Contract.

Reimbursement Insurance Policy means a policy of insurance issued to us to provide reimbursement to us to pay on behalf of us all contractual obligations incurred by us under the terms of this Contract.

Vehicle means the Vehicle covered by this Contract as identified on the Registration Page.

"To obtain service after normal business hours" in Section H (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

To obtain service after normal business hours: Follow the instructions below and contact us at 888-756-5529 the next business day during normal business hours.

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **Obtain a written repair estimate from the Repair Facility.**
3. **You must provide maintenance records showing that the Vehicle has been properly maintained according to the manufacturer's specifications.**

Subsections 2 and 3 are required before you contact us.

4. **You or the Repair Facility must contact us at 888-756-5529 before this Contract expires or is cancelled to obtain a claim number before the Repair Facility performs any work.**
5. **Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
6. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

Subsection 4 of Section J (Exclusions and Other Coverage Limitations) is amended by adding the following:

We may not deny a claim for Coverage based upon your failure to properly maintain the Vehicle, unless the failure to maintain the Vehicle involved the failed Covered Part(s).

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 9 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract within 10-60 calendar days of the Contract Purchase Date, and you have not incurred a claim, we will refund the unearned Amount Paid less an administrative fee of \$25.
 - c. If you cancel this Contract within 60 calendar days of the Contract Purchase Date, and you have incurred a claim, we will refund the Amount Paid less an administrative fee of \$25. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - d. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$25. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

A 10% penalty shall be added to any refund that is not paid within 30 days after your written cancellation request is received.

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price.

After the first 60 days, we are fully obligated under the terms of the Contract.

Cancellation will be effective as of the date we discover the reason for cancellation.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section N (Arbitration and Other Matters Concerning Disputes) is amended by deleting the following language in its entirety:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding.

Section N (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The state of Washington is the jurisdiction of any civil action in connection with this Contract.

Arbitration shall take place in a location near your residence.

West Virginia

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If we and you do not agree whether Coverage is provided under this Contract for a claim made by or against you, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Registration Page is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if Coverage is found to exist. If Coverage is not found, each party will:

- a. pay its chosen arbitrator; and
- b. bear the other expenses of the third arbitrator equally.

Wisconsin

The following is added to this Contract:

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

The Administrator/Provider in Wisconsin is Protective Administrative Services, Inc. P.O. Box 770 Deerfield, IL 60015-0770.

This Contract does not cover pre-existing conditions.

We shall not be entitled to any subrogation proceeds unless and until you have been fully reimbursed for your loss.

The fifth paragraph on the Registration Page is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy backed by Lyndon Property Insurance Company at, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017, 800-950-6060. If we do not provide, or reimburse or pay for a Covered Repair within 60 days after you have provided a proof of loss, or if we become insolvent or otherwise financially impaired. You may file a claim directly with the insurance company for reimbursement, payment, or provision of the service. If you cancel this Contract and do not receive a refund from us or the Dealer, please contact the insurance company.

Subsection Emergency Roadside Assistance and Towing of Section I (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 770 Deerfield, IL 60015-0770.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have not incurred a claim, we shall refund or credit to your account the full Contract Purchase Price paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days and you have incurred a claim, we shall refund the Amount Paid less an administrative fee of \$75 or 10% of the Contract Purchase Price, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we shall refund or credit to your account 100% of the unearned pro-rata of the Amount Paid less an administrative fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - d. In the event of a total loss of the Vehicle, you shall be entitled to cancel this Contract and receive a refund of the unearned Amount Paid. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may only cancel this Contract at any time before expiration for any of the following reasons: (a) you did not pay the full Contract Purchase Price; (b) material misrepresentation by you to us; or (c) substantial breach of contractual duties by you relating to the Vehicle and its use. We shall mail a written notice to you at your known last address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation.

If this Contract is cancelled by us for any reason other than nonpayment of the Contract Purchase Price, we shall refund to you 100% of the unearned pro-rata Amount Paid less an administrative fee of \$75 or 10% of the Amount Paid, whichever is less. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months.

The first paragraph in Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected,

binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Wyoming

Section I (Additional Benefits) Concierge Services is deleted in its entirety. Concierge Services are not available in Wyoming.

Subsections 1 and 2 of Section M (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract at any time before it expires by forwarding your written request to the Dealer or us. Cancellation will be effective as of the date of your request, unless an event such as a theft, total loss or repossession of the Vehicle justifies using an earlier date. In no event will we use an effective date more than 30 calendar days prior to the date of your request. We may require additional documents and information as necessary to establish your rights under this Contract or to confirm an earlier effective date for cancellation.
 - a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have not incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after your written cancellation request is received.
 - b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and you have incurred a claim, we will refund whatever portion of the Contract Purchase Price was paid by you or on your behalf (the "Amount Paid") less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
2. We may cancel this Contract at any time before it expires for any of the following reasons: (a) The Vehicle is used in a manner not covered by this Contract or has been altered beyond the manufacturer's specifications; (b) You have committed a material breach of duties with regard to this Contract; (c) You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanical Breakdown; or (d) You did not pay the full Contract Purchase Price. If we cancel this Contract for any reason other than nonpayment of the full Contract Purchase Price, we shall mail written notice to you at least 10 days prior to the effective date of cancellation, stating the effective date and reason for cancellation or a material misrepresentation by you to us.
 - a. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the Amount Paid less an administrative fee of \$75. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.
 - b. If we cancel this Contract more than 60 calendar days after the Contract

Purchase Date, we will refund the unearned Amount Paid less an administrative fee of \$75. The unearned Amount Paid will be calculated using the pro-rata method based on unused Term Months. We will reduce your refund for any claims we paid for Covered Repairs. This Contract will be considered fully earned if claims paid exceed the refund amount.

Section N (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Matters Concerning Disputes:

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate, any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

