

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 to obtain the coverage selected for the Vehicle. You may contact us by mail at PO Box 830633, Birmingham, AL 35283-0633, or by phone at 800-323-5771. The Seller has discretion in determining the retail price of this Contract.

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.

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 M (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 Seller or an independent provider.

Road Hazard means a condition on public, paved streets while driving in a legal manner such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, causing damage to the tire(s) and/or wheel(s) attached to your Vehicle.

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 Q (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, Post Sale and Renewal Vehicle Plans: 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 Seller 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 L (Additional Benefits) or to the tire and wheel coverage described in Section G (Optional Tire and Wheel).

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 for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation.** We will, however, pay up to \$100 of any third party deductible you must pay and the excess over such third party coverage.

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.

Gold Coverage (Component Groups 1-13):

1. Chassis frame: all components in the lift crank system (for pop-up and hi-lo campers) ♦ brackets ♦ coupler ♦ hubs ♦ scissor jacks ♦ spring hangers ♦ wheelbase frame landing gear ♦ winch stand.
2. Suspension: actuators ♦ spindles ♦ axle shafts.
3. Brake System: backing plates ♦ hydraulic or electrical brake actuators ♦ master cylinder.
4. Seals and gaskets: seals, gaskets and sealing boots for all Covered Parts unless specifically excluded in Section M (Exclusions and Other Coverage Limitations).
5. Water Heater: burner assembly ♦ control panel ♦ electronic ignition assembly ♦ fittings and connections ♦ gas valve ♦ heating element(s) ♦ switches ♦ tank ♦ thermocouple ♦ thermostat ♦ wiring harness.
6. Waste System: gate valves ♦ holding tanks ♦ shower ♦ sink(s) ♦ toilet.
7. Fresh Water System: compressor ♦ water pump ♦ water tank.

8. Air Conditioning/Heat Pump/Ventilation: accumulator ♦ blower motor ♦ capacitors ♦ compressor ♦ condenser ♦ control panel ♦ ducts ♦ electronic module ♦ evaporator ♦ expansion valve ♦ pressure cycling switch ♦ receiver dryer ♦ relays ♦ switches ♦ thermostat ♦ ventilation fans.
9. Range and Oven: burner assembly ♦ burner valves ♦ microwave oven ♦ power hood ♦ thermocouple ♦ thermostat.
10. L.P. Gas System: gauges ♦ mounting brackets ♦ pig tails ♦ regulators ♦ shut-off system ♦ valves.
11. Heating System: blower motor ♦ burner assembly ♦ furnace igniter ♦ gas valve ♦ heat pumps ♦ heat strips ♦ L.P. fittings and connections ♦ thermocouple ♦ thermostat.
12. Refrigerator: burner assembly ♦ cooling unit ♦ igniter ♦ thermocouple ♦ thermostat.
13. Slide-Out Room(s): motor assembly excluding seals and gaskets.

Platinum Coverage (Component Groups 1-14):

All items in Component Groups 1-13 described above and the following:

14. Platinum Component Package: alarm sensors ♦ assistive devices ♦ audio/video: antenna motor(s), rear stereo system (**excluding speakers**), TV and VCR/VCP ♦ auxiliary power plant/power steps ♦ awning mechanism (**excluding cover and fabric**) ♦ awning wind sensor ♦ carbon monoxide/smoke detectors ♦ central locking system ♦ central vacuum cleaner system ♦ coach leveling jack system: all electrical, hydraulic and mechanical components ♦ coil and leaf springs ♦ compass ♦ dishwasher ♦ door handles, locks and hinges ♦ electric fireplaces ♦ electrical outlets ♦ electronic/remote entrance ♦ external barbecue ♦ external nuts, bolts, washers and lock washers in conjunction with a Covered Repair ♦ fittings and connections ♦ fresh water system: faucets, fittings and connections, traps and water lines ♦ freezer ♦ garbage disposal ♦ gas lines ♦ heat pump ♦ heat strips ♦ ice maker ♦ interior and exterior light fixtures (**excluding bulbs**) ♦ kitchen center ♦ L.P. fittings and connections ♦ P.C. Board(s) ♦ rear monitor system ♦ rubberized suspension components ♦ security systems ♦ slide-out room(s) systems: all electrical, hydraulic and mechanical components of slide-out room extensions and raised roof extension systems and seals and gaskets on slide-out room systems and appliances ♦ solar panels ♦ spot light system ♦ thermometer ♦ trash compactor ♦ USB ports ♦ washer/dryer (**excluding belts and hoses**) ♦ welds ♦ wheel bearings ♦ any other parts or components not specifically excluded in Section M (Exclusions and Other Coverage Limitations).

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 M (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 request service through our dispatcher during normal business hours.

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 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, wheel and/or rim is damaged due to a road hazard, such as potholes or road debris. The repair or replacement of a tire, wheel and/or rim will be made at the industry retail replacement cost for the original tire, wheel and/or rim. Replacements, when necessary, will be made with new tire, wheel and/or rim of like kind, quality and value as the original tire, wheel and/or rim. You may choose to replace the damaged tire, wheel and/or rim 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, wheel and/or rim. The Optional Tire and Wheel Surcharged Package is not subject to Section C (Deductible), Section K (Reporting a Mechanical Breakdown Claim) or Section O (Limits of Liability) of this Contract.

1. **Tire Repair:** In the event the covered tire is damaged by a Road Hazard, we will pay on your behalf or reimburse you for the approved costs associated with repairing the tire. There is no limit to the number of tire repair occurrences or the number of tires per occurrence under the duration of this Contract.
2. **Tire Replacement:** In the event the tire is damaged by a Road Hazard, we will pay on your behalf or reimburse you for the approved costs associated with replacing the tire if the wheel cannot be repaired. 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:** In the event the wheel and/or rim is damaged by a Road Hazard and cannot be repaired, we will pay on your behalf or reimburse you for the approved costs associated with repairing or replacing the wheel

and/or rim if the wheel and/or rim cannot be repaired. Aggregate benefits for the duration of this Contract are limited to four occurrences regardless of the number of wheels replaced per occurrence.

4. **Mounting, Balancing & Valve Stems:** We will pay on your behalf or reimburse you for the mounting, balancing and valve stems at the average regional market rate associated with the approved repair or replacement of each tire, wheel and/or rim.
5. **Taxes:** We will pay on your behalf or reimburse you for the cost of any applicable taxes associated with the repair or replacement of each tire, wheel or rim.

During normal business hours, please call 866-815-5207 (Prompt 3) to initiate a claim and obtain claim approval. In the event you have reached us after normal business hours, please contact us the next business day or you may elect to pay for the repair or replacement of the tire(s), wheel(s) and/or rim(s). If you elect to pay, you may submit a claim for reimbursement. 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, wheel and/or rim and any other information reasonably requested to:

VAS

Attn: PRV Reimbursement
13901 Midway Rd
Suite 102-429
Dallas, TX 75244-4388

The Optional Tire and Wheel Surcharged Package is subject to the exclusions described in Section M (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 unknown causes of failure • 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. Optional Enhanced Service Call

(Platinum Only)

The benefits described below are available only if you selected and paid for the Optional Enhanced Service Call Surcharged Package, and they apply to events occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. In the event of a Covered Repair, we will reimburse you for actual expenses incurred for a service call not to exceed \$150 per occurrence (\$250 per

occurrence if your Vehicle breaks down more than 50 miles from the nearest Repair Facility) in addition to normal parts and labor charges. **Please note that not all Repair Facilities perform service calls.**

I. Optional Portable Refrigerator

The benefits described below are available only if you selected and paid for the Optional Portable Refrigerator Surcharged Package, and they apply to events occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We will reimburse you for the pre-authorized cost to repair or replace a portable refrigerator, freezer and/or ice maker. **Only portable refrigerators, freezers and ice makers purchased new from the Seller are covered.**

J. Optional Portable Generator

The benefits described below are available only if you selected and paid for the Optional Portable Generator Surcharged Package, and they apply to events occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We will reimburse you for the pre-authorized cost to repair or replace a portable generator. **Only portable generators purchased new from the Seller are covered..**

K. Reporting a Mechanical Breakdown Claim

(Does not apply to Optional Tire and Wheel or Additional Benefits)

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 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. **Follow steps 4-6 listed above for obtaining service during normal business hours.**

L. Additional Benefits

(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 days after the costs are incurred.** These documents should be mailed to the following: PO Box 830633, Birmingham, AL 35283-0633, 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 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 \$275 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. Immobility requirement does not apply if you selected and paid for the Optional Enhanced Service Call Surcharged Package. **Please note that not all Repair Facilities perform service calls.**

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 \$125 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 \$275 per occurrence for fuel and/or L.P. gas replacement.

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 \$300 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 \$275 per person and a maximum of \$825 per occurrence. Rental car benefits are limited to \$325 per occurrence.

M. Exclusions and Other Coverage Limitations

This Contract does not cover 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 K (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 ♦ bent frames or axles resulting from overloading

or other outside influences ♦ 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 ♦ is sold with a salvaged title.
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 ♦ wind damage ♦ lightning ♦ reverse polarity power surges and/or power surges and/or over-loaded circuits (failure of three or more electrical components at the same time will be considered a surge or improper voltage supply condition) ♦ 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 Q (Contract Cancellation) for further details).
5. **A part falling within any of the following descriptions:** awning canopy fabric ♦ decorative awning lighting ♦ 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 ♦ fifth wheel pin box upper frame ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ plumbing, wiring and hose guards included with the slide-out ♦ 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 Gold Coverage, any part(s) not specified in Component Groups 1-13.

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, wheel balancing, wheels/rims, unless you selected and paid for the Optional Tire & Wheel Surcharged Package ♦ valve grinding ♦ any other items subject to scheduled maintenance or wear damage.

N. Claim Appeal Process

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 30 days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 30 days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 30 days after our review of your appeal.

Email Address

vsclaimreview@protective.com

Mailing Address

Protective

P.O. Box 830633

Birmingham, AL 35283-0633

Attn: VSC Claim Review

O. 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 lesser of the following: (a) total cost of repairs and reimbursement benefits described in Section L (Additional Benefits); or (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; 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.

P. Contract Transfer

This Contract may be transferred at the request of the Contact Holder(s) to the next owner of the Vehicle (other than a dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled. Within 60 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 days after change of ownership, the transferee should notify us.

Q. Contract Cancellation

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail at PO Box 830633, Birmingham, AL 35283-0633, fax at 800-574-5116 or email vscgapcancellations@protective.com together with the number of miles on your odometer. Cancellation will be effective as of the date we receive your cancellation form.
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.
3.
 - a. If you or we cancel this Contract within 60 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").
 - b. If you cancel this Contract more than 60 days after the Contract

Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

4. 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.
5. If you do not receive a refund or refund credit to your loan within 60 days of the effective date of your cancellation, please notify us.

R. Arbitration and Other Matters Concerning Disputes

Except for matters that may be taken to small claims court or 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 remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding),

you must initiate the arbitration or court proceeding within 60 days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section N (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. 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.

S. Conformity with Law

Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.

T. State Amendment Requirements/Disclosures

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

Alabama

The following is added to the Contract:

This Contract does not cover preexisting conditions.

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Alaska

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

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, 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 Seller, please contact the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. You commit a substantial breach of duties related to the Vehicle;
 - c. 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;
 - d. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - e. Physical changes are made to the Vehicle that results in the Vehicle becoming ineligible for Coverage under this Contract; or
 - f. You did not pay the full Contract Purchase Price.

We shall mail a written notice to you at your last known address, 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 fraud or a material misrepresentation by you in obtaining this Contract or by you in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 7.5% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 60 days after the Contract Purchase Date, a 10% penalty, based on the Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 60 days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty, based on the unearned Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days.

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

Except for matters that may be taken to small claims court or 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. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to 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 R (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by

us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section N (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. 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 following is added to the Contract:

In Arizona, the administrator, service provider and obligor is Protective Administrative Services, Inc. The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

This Contract does not cover pre-existing conditions unless such conditions were known or should reasonably have been known by us or the Seller.

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

If the information you or the Seller provided does not meet the requirements for this Contract, we will correct the information if possible. If you have neglected to sign the Contract, we will keep the Contract in force unless you cancel.

Subsections 3, 4 and 5 of Section M (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 is selected and paid for + is retrofitted with aftermarket equipment to use alternative fuels while the Vehicle is owned by you.**
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 + your improper servicing + failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer or your State while the Vehicle is owned by you + 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
♦ wind damage ♦ lightning ♦ reverse polarity power surges and/or power surges and/or over-loaded circuits (failure of three or more electrical components at the same time will be considered a surge or improper voltage supply condition) ♦ 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 Q (Contract Cancellation) for further details).

5. A part falling within any of the following descriptions: awning canopy fabric ♦ decorative awning lighting ♦ 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 ♦ fifth wheel pin box upper frame ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ plumbing, wiring and hose guards included with the slide-out ♦ 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 while the Vehicle is owned by you ♦ if you selected Gold Coverage, any part(s) not specified in Component Groups 1-13.

Subsection 2 and 3 of Section Q (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 while the Vehicle is owned by you;
 - 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.
3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section R (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 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

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

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

Exemplary damages means those awarded in addition to actual damages.

Subsection 3 of Section Q (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section R (Arbitration and Other Matters Concerning Disputes) is deleted and

replaced with the following:

R. 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 the Contract:

The California VSCP License # for Protective Administrative Services, Inc. is 0B71048.

Sales tax is prohibited in California.

This Contract does not cover preexisting conditions.

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

If the information you or the Seller provided does not meet the requirements for this Contract, we will correct the information if possible and will not void this Contract. If we cannot obtain the correct information within the first 60 days of the Contract Purchase Date, we will void the Contract and return the Contract Purchase Price to either you or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force unless you cancel.

The sixth 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 after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 800-927-4357 or access the department's Internet Web site www.insurance.ca.gov. If you cancel this Contract and do not receive a refund from us or the Seller, please contact the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

The definition of Mechanical Breakdown in Section A (Definitions) 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".

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

3. We will not reimburse you for a Mechanized Part Failure that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation. We will, however, pay up to \$100 of any manufacturer's deductible you must pay and the excess over any third party coverage.

The second paragraph in Section E (Coverage) is deleted and replaced with the following:

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. If we require an inspection, the inspection will be performed within 4 business days. 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.

"To obtain service after normal business hours" of Section K (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 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 L (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.

In Subsection Reimbursement Benefits of Section L (Additional Benefits), Pet Benefit 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 \$300 per occurrence. This benefit applies only to domestic animals and horses. Livestock will not be covered under this benefit.

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:

- a. You have committed a fraudulent act or made a material misrepresentation with regard to this Contract, the Vehicle or the reporting of a Mechanized Part Failure; or
- b. You did not pay the full Contract Purchase Price.

If we cancel this Contract within 60 days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. We will refund the Amount Paid within 30 days from the date of cancellation.
- 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.

If we cancel at any time for nonpayment of the full Contract Purchase Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- 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.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

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.

3. a. If you or we cancel this Contract within 60 days of the Contract Purchase Date, we will refund the full amount of the Contract Purchase Price paid by you.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, a refund will be made by us calculated on a pro-rata basis minus a processing fee of \$25 or 10% of the Amount Paid, whichever is less. The refund will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the the full amount of the Contract Purchase Price paid by you. If you have incurred a claim, a refund will be made by us calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and the refund will be based on unused Term Months.

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

R. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. 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 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, a material misrepresentation by you to us or a substantial breach by you relating to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount

Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Connecticut

The following is added to the Contract:

In Connecticut, the administrator, service provider and obligor is Protective Administrative Services, Inc. The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

Section 42-221 of the Connecticut General Statutes require a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 30 days or 1,500 miles, whichever occurs first, for vehicles with a sale price of \$3,000 but less than \$5,000 and coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with a sale price of \$5,000 or more. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

If the Contract Term Months is less than 12 months, we will automatically extend the Contract Term Months for at least the number of days your Vehicle is in the possession of a Repair Facility for Covered Repairs during the term of the Contract.

Subsection 1 of Section Q (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 R (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

R. Matters Concerning Disputes

In the event that you and we cannot resolve a dispute over the terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Vehicle and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

District of Columbia

The following is added to the Contract:

This Contract does not cover pre-existing conditions.

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

R. 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

The following is added to the Contract:

In Florida the administrator, service provider and obligor for this Contract is XTRA-TT-CB (11/19)

The Advantage Warranty Corporation (Florida License #60071). The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

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

The following language in the fifth 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 Seller or any other party.

The following language in the first paragraph on page 1 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

In Subsection Courtesy Support Services of Section L (Additional Benefits), Concierge Services is deleted in its entirety. Concierge Services are not available in Florida.

Emergency Transportation is a reimbursement benefit in Section L (Additional Benefits).

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

This Contract may be transferred at the request of the Contract Holder(s) to the next owner of the Vehicle (other than a dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled. Within 60 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 days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract within 60 days of the Contract Purchase Date for any reason. After 60 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.
3.
 - a. If you or we cancel this Contract within 60 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").
 - b. If you cancel this Contract more than 60 days after the Contract

Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

Except for matters that may be taken to small claims court or 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

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

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 1, 3 and 5 of Section M (Exclusions and Other Coverage Limitations) are 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 K (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 known 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) ♦ to address 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 ♦ is sold with a salvaged title with your knowledge.
5. **A part falling within any of the following descriptions:** awning canopy fabric ♦ decorative awning lighting ♦ 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 ♦ fifth wheel pin box upper frame ♦ rainwater collection and filtration systems ♦ rollers, racks, shelves, baskets, buckets ♦ roofing materials ♦ seals and gaskets for doors, windows and drawers ♦ plumbing, wiring and hose guards included with the slide-out ♦ 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 Gold Coverage, any part(s) not specified in Component Groups 1-13.

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

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.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

- a. The written notice must state the effective date of cancellation;
 - b. If the Contract is cancelled for nonpayment of the full Contract Purchase Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
 - c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.
3.
 - a. If you or we cancel this Contract within 60 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").
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

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

R. 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

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Vehicle or its use.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section Q (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid.

The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Illinois

Subsections 1 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email together with the number of miles on your odometer. Cancellation will be effective as of the date we receive your cancellation form. We are responsible for honoring cancellation requests. However, a Seller may handle a request for cancellation on our behalf.
3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Indiana

The following is added to the Contract:

Your proof of payment to the Seller 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.

Iowa

The following is added to the 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, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

This Contract does not cover pre-existing conditions.

following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

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 and will comply with applicable state and federal laws. We shall not require the use of used parts unless we have obtained prior written authorization from you or unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division.**

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis

and will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Louisiana

The following is added to the Contract:

This Contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the attorney general.

This Contract does not cover pre-existing conditions.

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using

the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Maine

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

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the full Contract Purchase Price, we shall provide a refund in accordance with subsection 3.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as

the cancellation date and will be based on unused Term Months.

Maryland

The following is added to the Contract:

If a Mechanical Breakdown occurs and is reported during the term of your Contract, we will process and adjudicate the claim in accordance with the terms and conditions of the Contract even if the Contract expires or is cancelled prior to a Covered Repair being completed.

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

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 do not receive a refund from us or the Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 3 of Section Q (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Massachusetts

The following is added to the Contract:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,750 miles, whichever occurs first, for vehicles less than 40,000 miles at the time of sale; coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale; and coverage for 30 days or 1,250 miles, whichever occurs first, for vehicles with 80,000 miles or more but less than

125,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

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.

Minnesota

The following is added to the Contract:

This Contract does not cover preexisting conditions.

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, stating the effective date and reason for cancellation, at least 15 days (5 days for nonpayment of the full Contract Purchase Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered Vehicle or its use) prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation

date and will be based on unused Term Months.

Mississippi

The following is added to the Contract:

In Mississippi this is a dealer obligor Contract. The Dealer who sold the covered Vehicle and this Contract to you is the service provider and obligor contractually obligated to you. The administrator is Protective Administrative Services, Inc., Administrative Office: P.O. Box 830633, Birmingham, AL 35283-0633; 888-323-5771. The administrator is the organization that we have retained to provide administrative and claim services for this Contract. The administrator is not a party to this Contract.

The definition of we, us and our in Section A (Definitions) is deleted and replaced with the following:

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

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:

- a. A material misrepresentation by you to us;
- b. A substantial breach of duties by you relating to the covered Vehicle or its use; or
- c. 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.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR 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 REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION N (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. 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 following is added to the Contract:

In Missouri, the **administrator, service provider and obligor** is Protective Administrative Services, Inc. The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

The sixth 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 Protective Property & Casualty 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 Seller within 60 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

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 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email together with the number of miles on your odometer. Cancellation will be effective as of the date we receive your cancellation form.

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.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

b. If you cancel this Contract more than 60 days after the Contract

Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

Except for matters that may be taken to small claims court or 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. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place 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 Q (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 at your last known address, 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, a material misrepresentation by you to us, or substantial breach of duties by you relating to the covered Vehicle or its use.

Nebraska

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

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance 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 do not receive a refund from us or the Seller, please contact the insurance company. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

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

Except for matters that may be taken to small claims court or 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 once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska 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.

Nevada

The following is added to this Contract:

This Contract does not cover pre-existing conditions.

If the Vehicle is eligible, you may purchase a Renewal Contract. To determine if your Vehicle is eligible for a Renewal Contract, you must contact the Seller before this Contract expires.

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

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

3. We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, until the limits of such third party coverage are reached, regardless of whether the third party honors its

coverage obligation. We will, however, pay up to \$100 of any third party deductible you must pay, the excess over such third party coverage, and for repairs to any Covered Parts that are not covered by such third party coverage.

Subsections 3 and 4 of Section M (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 is selected and paid for + is sold with a salvaged title.**
- 4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: the Vehicle being 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 + wind damage + lightning + reverse polarity power surges and/or power surges and/or over-loaded circuits (failure of three or more electrical components at the same time will be considered a surge or improper voltage supply condition) + 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 Q (Contract Cancellation) for further details).**

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

This Contract may be transferred at the request of the Contact Holder(s) to the next owner of the Vehicle (other than a dealer, wholesaler, or other commercial purchaser or assignee) if the Contract has not expired or been cancelled. Within 60 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 \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract within 70 days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 days of the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except 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.

We shall mail a written notice to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month or portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Hampshire

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, 603-271-2261.

following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 Seller, please contact the reimbursement insurer. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

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

The arbitration provision is subject to RSA 542.

New Jersey

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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, a material misrepresentation, or a substantial breach of duties with regard to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Mexico

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

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 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 Seller, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract within 70 days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 days of the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except 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 your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month or portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.

b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid.

minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New York

The following is added to the Contract:

This Contract does not cover pre-existing conditions.

Section 198-b of the New York General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 4,000 miles, whichever occurs first, for vehicles with 18,001 to 36,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 36,001 to 79,999 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 80,000 to 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 198-b of the New York General Business Law, if your Vehicle is pre-owned, we will automatically extend the Contract Term for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the Contract Term.

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 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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 material misrepresentation, or a substantial breach of duties by you relating to the covered Vehicle or its use.

3. a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

North Carolina

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the full Contract Purchase Price.
3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Ohio

Section G (Optional Tire and Wheel), is amended by adding the following:

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 following is added to the Contract:

In Oklahoma, the administrator, service provider and obligor is The Advantage Warranty Corporation (Oklahoma Association # 44198981). The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

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 L (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance and Towing will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 830633, Birmingham, AL 35283-0633.

Subsection 3 of Section Q (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 60 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").
- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

Except for matters that may be taken to small claims court or 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 nonbinding 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 following is added to the Contract:

In Oregon, the administrator, service provider and obligor is Protective Administrative Services, Inc. The mailing address and phone number is P.O. Box 830633, Birmingham, AL 35283-0633, 800-323-5771.

"To obtain service after normal business hours" of Section K (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 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 Courtesy Support Services - Concierge Services of Section L (Additional Benefits) is deleted and replaced with the following:

Concierge Services: Call **866-815-5207 (Prompt 5)** for assistance with locators for ATMs, businesses, pet care providers, pharmacies, hospitals, emergency care and RV storage facilities ♦ reservations for car rentals, hotels and restaurants ♦ emergency return travel arrangements ♦ turn-by-turn driving directions ♦ traffic reports and road closings ♦ campground referrals ♦ wireless device assistance ♦ weather reports ♦ shopping centers.

Benefits) is amended by adding the following:

Emergency Roadside Assistance and Towing benefits or services are conducted by SafeRide Motor Club, Inc. ("SafeRide"); however, the service contract obligor, Protective Administrative Services, Inc. (PASI), is ultimately responsible for providing those benefits or services. Any failure by SafeRide or PASI to provide such benefits or services, as specified in this Contract, will be covered by PASI's reimbursement insurance policy.

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

Except for matters that may be taken to small claims court or 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 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 or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to 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. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

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

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.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. 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 applicable state and federal laws.

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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 material misrepresentation by you to us, or a substantial breach of duties by you relating to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Texas

The following is added to the 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 sixth 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 Protective Property & Casualty 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 Seller within 45 days after you request cancellation, you may request the refund directly from the insurance company. **YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, 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 material misrepresentation by you to us, or a substantial breach of duty by you relating to the covered Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 60 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").
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the 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.

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.

This Contract does not cover pre-existing conditions.

The first paragraph on the Registration Page is not applicable in Utah and is deleted in its entirety.

The sixth 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 we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty 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 Seller, please contact the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

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.**

“To obtain service after normal business hours” of Section K (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 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 Emergency Roadside Assistance and Towing of Section L (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance and Towing will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 830633, Birmingham, AL 35283-0633.

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

2. We may cancel this Contract within 60 days of the Contract Purchase Date for any reason. After 60 days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation;
 - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
 - c. Substantial breach of contractual duties, conditions or warranties; or
 - d. You did not pay the full Contract Purchase Price.

If we cancel within 60 days of the Contract Purchase Date or if we cancel for nonpayment of the full Contract Purchase Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 days for a reason other than nonpayment of the full Contract Purchase Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section R (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 JURISDICTION.

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

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section N (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. 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

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

Except for matters that may be taken to small claims court or 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.

Virginia

The following is added to the Contract:

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

Washington

The following is added to the 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 sixth 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 Protective Property & Casualty Insurance Company. 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 Seller, please contact the insurance company. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

Section H (Optional Enhanced Service Call) is deleted in its entirety. The Enhanced Service Call Optional Surcharged Package is not available in Washington.

Section K (Reporting a Mechanical Breakdown Claim) is deleted and replaced with the following:

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.**

To obtain service after normal business hours, you must take immediate action to prevent further damage to the Vehicle and contact us at 888-756-5529 to report the Mechanical Breakdown, obtain a claim number, and obtain our authorization before the Repair Facility performs any work.

In order for us to authorize the Repair Facility to perform repairs you must:

- 1. Obtain a written repair estimate from the Repair Facility.**
- 2. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.**
- 3. 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.**

Within 90 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 M (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
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maintain the Vehicle, unless the failure to maintain the Vehicle involved the failed Covered Part(s).

Subsections 2 and 3 of Section Q (Contract Cancellation) are 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 at your last known address, stating the effective date and reason for cancellation, at least 21 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

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

Except for matters that may be taken to small claims court or 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. 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. 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.

Section R (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.

Wisconsin

The following is added to this Contract:

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

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

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

Our obligations under this Contract are backed by Protective Property & Casualty Insurance 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 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 Seller, please contact the insurance company. **YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.**

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

Emergency Roadside Assistance and Towing will be provided by SafeRide Motor Club, Inc., 866-815-5207 (Prompt 7). The administrative address is P.O. Box 830633, Birmingham, AL 35283-0633.

Subsections 2 and 3 of Section Q (Contract Cancellation) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation by you to us;
 - b. Substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the full Contract Purchase Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the full Contract Purchase Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 60 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”). If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
- c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If you have incurred a claim, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- d. In the event of a total loss of the Vehicle, you may cancel this Contract and we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.

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

Except for matters that may be taken to small claims court or 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. 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

The following is added to the Contract:

This Contract does not cover pre-existing conditions.

In Subsection Courtesy Support Services of Section L (Additional Benefits), Concierge Services is deleted in its entirety. Concierge Services are not available in Wyoming.

Subsections 2, 3 and 4 of Section Q (Contract Cancellation) are 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 at your last known address, stating the effective date and reason for cancellation, at least 10 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 material misrepresentation by you to us or a substantial breach of duties by you relating to the covered Vehicle or its use.

- 3.
 - a. If you or we cancel this Contract within 60 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"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be based on unused Term Months.
 - c. If we cancel this Contract more than 60 days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- 4. We will honor the rights of a lienholder to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed, the lienholder or lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder or lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder or lessor shall be named as their interest may appear.

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

R. 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.