

Vehicle Service Contract

A. Definitions The following terms have specific meaning when capitalized and used within this CONTRACT:

- 1) ADMINISTRATOR, OBLIGOR, SERVICE CONTRACT PROVIDER, WE, US, OUR:** means Infinite Auto Protection, 10000 Wayne Rd, Suite 202, Romulus MI 48174, 1-888-734-7392, the party obligated under this Vehicle Service CONTRACT. The ADMINISTRATOR is who YOU contact for any MECHANICAL BREAKDOWN or FAILURE for covered repairs under this CONTRACT, cancellations, refund and any other questions or concerns regarding YOUR CONTRACT. The ADMINISTRATOR is also responsible to provide authorization for any covered repairs for MECHANICAL BREAKDOWN or FAILURE under this CONTRACT and any other benefits this CONTRACT may provide YOU.
- 2) YOU, YOUR:** means the contract holder named on the DECLARATIONS PAGE of YOUR CONTRACT.
- 3) CONTRACT:** means this agreement with all of the COVERAGE that YOU have elected to purchase from the VENDOR or BROKER and the DECLARATION PAGE attached to this agreement.
- 4) COVERAGE:** means any component, part, labor or benefit listed within the Coverage Description section and the Additional Benefits section of this CONTRACT.
- 5) COVERED PART or COVERED COMPONENT:** means any part or component of the VEHICLE that is listed within the Coverage Description section of this CONTRACT and that is not excluded under the Exclusions section of this CONTRACT.
- 6) DECLARATIONS PAGE:** means the page of this CONTRACT that lists the VENDOR information, the purchaser information, the VEHICLE information, the lien holder information, the coverage plan information, the start and end terms of the CONTRACT, the LABOR RATE information, DEDUCTIBLE information, and any other key information specific to YOUR CONTRACT and is titled "DECLARATIONS PAGE."
- 7) VENDOR:** means the company from whom YOU purchased this CONTRACT. VENDOR information can be found on the DECLARATIONS PAGE of this CONTRACT.
- 8) DEDUCTIBLE:** means the amount YOU must pay per visit for any covered repair, as listed on the DECLARATIONS PAGE of this CONTRACT.
- 9) LABOR RATE:** means the maximum hourly rate listed on the DECLARATIONS PAGE of YOUR CONTRACT to be authorized for COVERED repairs under YOUR CONTRACT.
- 10) LABOR HOURS:** means the labor time needed for the repair and/or replacement of any COVERED PART as based on a nationally recognized labor guide as selected by the ADMINISTRATOR.
- 11) COMMERCIAL VEHICLE:** means any VEHICLE that is used for business purposes (to generate financial income, full or part-time). See the Commercial Vehicle section of this contract for additional information regarding coverage and exclusions.
- 12) REPAIR FACILITY:** means any licensed automotive REPAIR FACILITY capable of performing repair services to a COVERED PART within the United States of America and Canada.
- 13) VEHICLE:** means the VEHICLE described in the DECLARATIONS PAGE of YOUR CONTRACT.
- 14) FACTORY or DEALER WARRANTY:** means the new warranty, certified pre-owned or similar warranty furnished to YOU by the MANUFACTURER, or limited warranty furnished to YOU by or for the benefit of the DEALER, in connection with YOUR purchase of YOUR VEHICLE.
- 15) MAINTENANCE RECORDS:** means any original receipts, invoices and any other documents that demonstrate all required maintenance has been performed at proper intervals as recommended by the MANUFACTURER of YOUR VEHICLE.
- 16) MANUFACTURER:** means the company that manufactured YOUR VEHICLE.
- 17) DEALER:** means the dealer or seller who sold YOU the VEHICLE.
- 18) PRIOR AUTHORIZATION:** means the approval of and the approval number issued by the ADMINISTRATOR in respect to COVERAGE under YOUR CONTRACT. A PRIOR AUTHORIZATION is required from the ADMINISTRATOR before any repairs are performed on YOUR VEHICLE. Any costs for repairs or road side assistance you incur without PRIOR AUTHORIZATION, when PRIOR AUTHORIZATION is required, will not be covered under this CONTRACT.
- 19) WAITING PERIOD:** means the period specified on the DECLARATIONS PAGE. However, if you have purchased this CONTRACT while another service contract or manufacturer warranty is in force for the VEHICLE that names YOU as the holder then the WAITING PERIOD may be shortened and will end upon expiration of said contract or warranty by time or miles if such expiration occurs before the WAITING PERIOD stipulated on the DECLARATIONS PAGE of YOUR CONTRACT. Thirty (30) days and one-thousand (1000) miles will be added to the term of the CONTRACT.
- 20) MECHANICAL BREAKDOWN, BREAKDOWN or FAILURE:** means the MECHANICAL BREAKDOWN or FAILURE of any original or like replacement part covered by YOUR CONTRACT to work as it was designed to work in normal service, providing the VEHICLE has received required maintenance as defined in the Maintenance section of YOUR CONTRACT and does not include worn parts that are within manufacturer tolerances. Please

refer to the wording under exclusions for a listing of conditions under which the FAILURE of a COVERED PART is not considered a covered MECHANICAL BREAKDOWN or FAILURE.

21) EFFECTIVE DATE: means the start date and mileage as listed on the DECLARATIONS PAGE of YOUR CONTRACT after which COVERAGE and benefits of YOUR CONTRACT will be made available to you.

22) EXPIRATION DATE: means the end date and mileage as listed on the DECLARATIONS PAGE of YOUR CONTRACT after which YOUR CONTRACT will expire and no additional COVERAGE and benefits will be made available to you by US.

B. OUR Obligations

YOU are reminded this service CONTRACT is not a contract or policy of insurance. However, OUR obligations as the provider under this service CONTRACT are backed by the full faith and credit of Infinite Auto Protection, the OBLIGOR, located at: 10000 Wayne Rd, Romulus, MI, 48174. If WE fail to settle YOUR claim within sixty (60) days after YOUR proof of loss has been received by US, YOU are entitled to make a direct claim against US.

C. Notice and General Consideration

BY ENTERING INTO THIS CONTRACT, YOU DO NOT WAIVE ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. OTHER RIGHTS AND REMEDIES MAY BE AVAILABLE TO YOU IF A PROBLEM CANNOT BE RESOLVED WITH US. THIS CONTRACT MAY DUPLICATE SOME WARRANTY COVERAGE. STATE AND FEDERAL LAWS MAY PROTECT YOUR INTERESTS AS A CONSUMER. IN RESPECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE CONTENTS OF THIS CONTRACT SHOULD BE INTERPRETED AND UNDERSTOOD TO MEAN A "SERVICE CONTRACT" AS USED THEREIN.

THIS CONTRACT IS NOT:

- 1) AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT OR POLICY;
- 2) A MECHANICAL BREAKDOWN INSURANCE CONTRACT OR POLICY;
- 3) AN INSURANCE CONTRACT OR POLICY OF ANY KIND; OR
- 4) AN EXPRESS, IMPLIED, GENERAL OR EXTENSION OF A WARRANTY

D. Coverage Description

YOUR CONTRACT PERIOD begins on the EFFECTIVE DATE and ends on the EXPIRATION DATE or when the VEHICLE's Odometer indicates the VEHICLE has reached the EXPIRATION MILEAGE limit, whichever occurs first. The EFFECTIVE DATE, EXPIRATION DATE and EXPIRATION MILEAGE are indicated on the DECLARATIONS PAGE. WE will arrange for the repair or replacement of COVERED PARTS, as provided below, or pay the REPAIR COST for repair or replacement due to a MECHANICAL BREAKDOWN or FAILURE during the COVERAGE PERIOD. OUR aggregate limit of liability under this CONTRACT for REPAIR COST or for any other purpose is the lesser of the amount YOU paid for the VEHICLE or the reasonable trade in value of the VEHICLE based on its actual condition at the time YOU purchased this CONTRACT. OUR limit of liability under this CONTRACT for REPAIR COST for a single repair visit is the reasonable trade in value of the VEHICLE based on its actual condition at the time YOU seek a repair under this CONTRACT. For purposes of this section, WE calculate reasonable trade in value using the applicable NADA Office Used Car Guide as "average trade-in" value of the VEHICLE for the date and condition in issue.

The components and parts listed below are covered under this CONTRACT:

- 1) Gasoline/Diesel Engine: Cylinder block, cylinder head(s) if damage by internally lubricated parts. All internally lubricated parts including: pistons, piston rings and pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and bearings, pushrods, rocker arms, valves, valve springs, seats and guides, lifters, followers, oil pump, timing chain, timing gear, Valve covers, timing cover, and oil pan if damaged by internally lubricated parts; vacuum pump, Seals and gaskets;
- 2) Transmission: Transmission case, transfer case, transmission pan if damage by internally lubricated parts. Internally lubricated parts including: torque converter, vacuum modulator, internal linkage, Seals and gaskets;
- 3) 4x4/AWD: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly, Seals and gaskets;
- 4) Drive Axle: Housing(s) and cover if damage by internally lubricated parts. All internally lubricated parts including: axle shafts, universal joints and yokes, constant velocity shaft or joint or both, drive shaft center bearings, supports, propeller shafts, locking hub mechanisms;
- 5) Super/Turbo Charger: All internal parts; Housing is covered if damaged by the failure of an internally lubricated moving part, Seals and gaskets;
- 6) Electrical: Alternator, voltage regulator, starter motor, starter solenoid, distributor;
- 7) Cooling: Radiator, radiator fan blade and motor, fan clutch, water pump, Seals and gaskets;
- 8) Brakes: Non - ABS master cylinder, power booster, calipers, wheel cylinders; proportioning valve, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, Seals and gaskets;
- 9) ABS-Brakes: Wheel Speed Sensors, Hydraulic Pump/Motor Assembly, Pressure Modulator Valve/ Isolation

Dump Valve, Accumulator, Seals and gaskets, A.B.S. Master Cylinder, Hydro Boost and Electronic Control Processor, Seals and gaskets;

10) Differential Assembly: (Front and Rear) Differential Housing (if damaged by internally lubricated parts), Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, all other internal parts contained with the differential assembly, Seals and gaskets;

11) Steering: Steering box and rack and pinion unit and all their internal lubricated parts including: power steering pump and cylinder, main and intermediate steering shafts and couplings; pitman arm, idler arm, tie rod ends and drag link, seals and gaskets;

12) Fuel: Fuel pump, metal fuel injection lines/rails, metal fuel internally lubricated parts including: waste-gate, vanes, shafts and bearings, seals and gaskets;

13) Heater and Air Conditioning: Condenser, compressor, compressor clutch, field coil, accumulator, A/C high/low pressure compressor cutoff switches and blower motor, Seals and gaskets;

14) Front Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel hubs and bearings, Seals and gaskets;

15) Rear Suspension: Upper and lower control arms, control arm shafts and bushings, spindle supports, stabilizer shaft, stabilizer linkage, bushings, ball joints, spindles, wheel bearings, Seals and gaskets;

16) Hi-Tech: Temperature control programmer, ignition management controls(including modules and sensors), ignition coils, fuel injectors, wiper motor(s), power window motors, power door lock actuators, automatic temperature control, power antenna, electronic level control compressor, window regulator, transmission control module, powertrain control module, valve body, shift solenoids, power window switches, door lock switches, ride height sensors, ambient temperature sensors, horn, crankshaft position sensor, factory installed bluetooth systems, factory installed GPS navigation module, factory installed front and rear monitoring cameras, convertible top motor, sunroof motor, keyless entry module

E. Additional Benefits

The following ADDITIONAL BENEFITS for YOUR covered VEHICLE are provided with YOUR CONTRACT, except where

prohibited by law. These benefits do not apply during the WAITING PERIOD:

1) ROADSIDE ASSISTANCE: YOUR CONTRACT provides YOU the following additional services, if YOUR VEHICLE is disabled, in the form of reimbursement for up to a maximum of:

- i. One hundred dollars (\$100.00) per occurrence for towing to the nearest repair facility, acceptable to US, if required as a result of a MECHANICAL BREAKDOWN; and
- ii. Fifty dollars (\$50.00) per day, for up to three days, for emergency trip interruption reimbursement, when you are more than 100 miles from your home; and
- iii. One flat tire change using YOUR good spare tire per year; and
- iv. Forty dollars (\$40.00) for a battery boost or jump start, or toward the delivery charge to have fuel purchased by you delivered to your VEHICLE; and
- v. Up to twenty dollars (\$20.00) for lockout assistance.

Services may vary to conform to the laws of YOUR state. No deductible applies to the provision of a Road Side Service.

2) Rental Car Reimbursement is provided to YOU under YOUR CONTRACT If YOU require alternate transportation due to a covered MECHANICAL BREAKDOWN. This CONTRACT provides reimbursement for the expense of a rental car up to thirty five (\$35.00) per day, to a maximum of 6 days and a total of two hundred ten dollars (\$210.00) per MECHANICAL BREAKDOWN. Rental car reimbursement is based on a recognized industry flat rate time required to repair YOUR VEHICLE according to the following criteria:

- i. If the repair time required is a minimum of six hours, we will allow a one day car rental and reimburse YOU a maximum of thirty five (\$35.00) for that rental;
- ii. If the repair time required is a minimum of twelve hours, we will allow a two day car rental and reimburse YOU a maximum of seventy dollars (\$70.00) for that rental;
- iii. If the repair time required is more than sixteen hours, we will allow a three day car rental and reimburse YOU a maximum of one hundred five dollars (105.00) for that rental;
- iv. If the repair time required is more than twenty hours, we will allow a three day car rental and reimburse YOU a maximum of one hundred forty dollars (140.00) for that rental;
- v. If the repair time required is more than twenty four hours, we will allow a three day car rental and reimburse YOU a maximum of one hundred seventy five dollars (175.00) for that rental; and
- vi. If the repair time required is more than twenty eight hours, we will allow a three day car rental and reimburse YOU a maximum of two hundred ten dollars (210.00) for that rental;

Rental car reimbursement is valid only for expenses actually incurred from the date of the BREAKDOWN until the date repairs are completed. Rental car reimbursement does not include any expense for items such as MILEAGE, GASOLINE, MAINTENANCE, INSURANCE OR COLLISION DAMAGE WAIVER CHARGES, OR OIL CHANGES. No DEDUCTIBLE applies to the provision of Rental Car Reimbursement.

F. Exclusions – The following items are not covered by this CONTRACT:

- 1) REPAIRS PERFORMED OUTSIDE THE UNITED STATES OR CANADA.
- 2) REPAIRS PROHIBITED BY A FEDERAL, STATE OR LOCAL LAW, REGULATION, OTHER AUTHORITY OR AGENCY.
- 3) ANY WORK PERFORMED TO IMPROVE COMPRESSION OR REDUCE OIL OR FUEL CONSUMPTION, OR OTHER WORK WHEN A BREAKDOWN HAS NOT OCCURRED.
- 4) ANY REPAIR IF A NON-AUTHORIZED PERFORMANCE PART OR EQUIPMENT CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
- 5) ANY REPAIR OF AIRBAG(S) DEPLOYED DUE TO COLLISION. YOU SHOULD CONTACT YOUR DEALER IMMEDIATELY IF YOU BELIEVE THERE IS A DEFECT IN THESE PARTS.
- 6) EXPENSES FOR ANY MAINTENANCE SERVICE SPECIFIED IN YOUR OWNER'S MANUAL; FUELS, FLUIDS, LUBRICANTS, ALIGNMENTS OR ADJUSTMENTS; IMPROPER REPAIRS, ADJUSTMENTS, OR SERVICING BY ANY REPAIR FACILITY, INDIVIDUAL OR YOU.
- 7) LEAKING SEALS AND GASKETS AS "STAND ALONE" REPAIRS ARE NOT COVERED. SEALS AND GASKETS ARE COVERED IN CONJUNCTION WITH THE AUTHORIZED REPAIR OR REPLACEMENT OF A COVERED PART.
- 8) ANY CONSEQUENTIAL OR INCIDENTAL PECUNIARY OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, LOST REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER ECONOMIC LOSS OF ANY KIND.
- 9) PARTS NOT AUTHORIZED BY THE MANUFACTURER. SUCH PARTS INCLUDE BUT NOT LIMITED TO NON-FACTORY OR AFTERMARKET PERFORMANCE PARTS OR EQUIPMENT, AND ANY NON-FACTORY TYPE OF SECURITY, STEREO, AUDIO, TELEVISION, SATELLITE, TELEPHONE OR ENTERTAINMENT SYSTEM, EQUIPMENT OR PART.
- 10) NEGLIGENCE, ERROR, OR OMISSION ON THE PART OF ANY SERVICING DEALER, REPAIR FACILITY OR PROVIDER OF ROAD SIDE SERVICES, OR ANY BREAKDOWN OR CONSEQUENTIAL DAMAGE TO YOUR VEHICLE CAUSED IN WHOLE OR PART BY SUCH NEGLIGENCE, ERROR OR OMISSIONS.
- 11) ANY SERVICE THAT THE MANUFACTURER RECOMMENDS PURSUANT TO A RECALL ANNOUNCEMENT OR TECHNICAL SERVICE BULLETIN THAT APPLIES TO YOUR VEHICLE, AND ANY BREAKDOWN OF AN OTHERWISE COVERED PART IF YOU FAIL TO HAVE THE VEHICLE REPAIRED OR REPROGRAMMED PURSUANT TO A NOTICE OF RECALL OR SERVICE BULLETIN, AND SUCH REPAIR OR REPROGRAMMING WOULD HAVE PREVENTED THE BREAKDOWN.
- 12) ANY REPAIR OF A SYSTEM, ANY EQUIPMENT OR PART IF IT IS DETERMINED THAT THERE IS A REASONABLE MECHANICAL PROBABILITY THAT THE CONDITION CAUSING THE FAILURE EXISTED PRIOR TO OR AT THE TIME OF PURCHASE OF YOUR CONTRACT, WHETHER KNOWN OR UNKNOWN AT THE TIME OF PURCHASE OF YOUR CONTRACT.
- 13) ANY FAILURE OF A COVERED PART NOT CAUSED BY A DEFECT IN A COVERED PART OR BY A DEFECT IN THE CRAFTSMANSHIP OR WORKMANSHIP OF THE FACTORY.
- 14) ANY REPAIR, REPLACEMENT OR REIMBURSEMENT COVERED BY ANY FACTORY OR DEALER WARRANTY, REPAIR FACILITY GUARANTEE, OTHER SERVICE CONTRACT, OR ANY INSURANCE COVERAGE.
- 15) EXPENSE FOR DIAGNOSTIC SERVICES RELATING TO
 - i. A NONCOVERED PART OR SYSTEM, OR
 - ii. A COVERED PART WHEN NO BREAKDOWN OF THAT COVERED PART HAS OCCURRED.
- 16) REPAIRS NEEDED IN WHOLE OR IN PART DUE TO:
 - i. FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER EVIDENCE OF A BREAKDOWN APPEARS (E.G., WARNING LIGHT, SMOKE);
 - ii. THE USE OF FUELS, OILS, FLUIDS OR LUBRICANTS OTHER THAN THOSE REQUIRED BY YOUR OWNER'S MANUAL OR AS OTHERWISE SPECIFIED BY THE MANUFACTURER;
 - iii. FAILURE TO PERFORM MAINTENANCE SERVICES, OTHER NEGLIGENCE, MISUSE OR ABUSE (E.G., OVERLOADING, RACING, COMPETITIVE DRIVING ACTIVITIES OR SNOW PLOWING), OR FROM MODIFICATION, ALTERATION, TAMPERING, DISCONNECTION, IMPROPER TOWING, IMPROPER ADJUSTMENTS OR SERVICING, OR USING THE VEHICLE IN ANY MANNER NOT RECOMMENDED BY THE MANUFACTURER;
 - iv. ACCIDENTAL LOSS, OR EXTERNAL CAUSES SUCH AS WAR, RIOT, VANDALISM, OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE PARTIES;
 - v. RUST, SALT, CORROSION, OVERHEATING, WATER INTRUSION/LEAKS, ACID RAIN, CHEMICALS, TREE SAP, HAIL, FLOOD, LIGHTNING, FIRE, WINDSTORM, EARTHQUAKES OR OTHER ENVIRONMENTAL CAUSES OR ACTS OF NATURE; (VI) VIBRATION, DETERIORATION, DISCOLORATION, DISTORTION, DEFORMATION AND/OR FADING; OR
 - vi. SLUDGE, CONTAMINATED FLUIDS, OR LUBRICANTS.

17) ANY REPAIR COST IF YOUR VEHICLE HAS BEEN USED FOR A COMMERCIAL USE OR PURPOSE, INCLUDING BUT NOT LIMITED TO USE FOR HIRE OR FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE SERVICE, CHERRY PICKING, DUMPING, PLOWING SNOW FOR HIRE, HAULING, PLOWING, TOWING OR ROAD SERVICE OPERATIONS, POLICE, LAW ENFORCEMENT, FIRE, RANGER, AMBULANCE OR EMERGENCY OR RESCUE SERVICES.

18) ANY OF THE FOLLOWING PARTS INCLUDING BUT NOT LIMITED TO, THROTTLE BODY, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, STRUTS, MANUAL TRANSMISSIONS COMPONENTS SUCH AS, CLUTCH FRICTION, CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, PILOT BEARING, CLUTCH MASTER AND SLAVE CYLINDER, MANUAL AND HYDRAULIC LINKAGES; SPARK PLUGS AND SPARK PLUG WIRES; GLOW PLUGS; THERMOSTAT; HOSES, PIPES, LINES; NUTS, BOLTS, HARDWARE; BELTS, PULLEYS, TUNE-UP PARTS; SAFETY RESTRAINT SYSTEMS (INCLUDING SEAT BELTS AND AIRBAGS); ANY AND ALL FLUIDS, LUBRICANTS AND RESERVOIRS; FUSES, RELAYS, FUSE PANEL, CIRCUIT BREAKERS; BRAKE PADS, BRAKE SHOES, BRAKE ROTORS AND DRUMS; EMISSION SYSTEMS; GLASS; LENSES, HEAD LAMP AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS; WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY, CARPET, ZIPPERS, CUP HOLDERS, DASH PAD AND VENTS, SEAT FRAME, PAINT, INSIDE AND OUTSIDE ORNAMENTATION; TELEPHONES, TELEVISION / VCR, ELECTRONIC AND SATELLITE TRANSMITTING DEVICES; AMPS, SPEAKERS AND WIRING; INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, HINGES, LATCHES, LIFT GATE AND HOOD SUPPORTS; HUBCAPS/WHEEL COVERS, BUMPER, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, STRUCTURAL BODY PARTS, HARD OR VINYL OR FABRIC CONVERTIBLE TOPS; TIRES, WHEELS OR RIMS.

19) ANY REPAIR COST:

- i. IF THE ODOMETER IS ALTERED, DISCONNECTED OR INOPERABLE SO THAT THE MILES TRAVELED CANNOT BE ACCURATELY DETERMINED;
- ii. IF THE VEHICLE'S FACTORY WARRANTY HAS BEEN VOIDED FOR ANY REASON; OR
- iii. IF YOU FAIL TO PROVIDE ALL MAINTENANCE RECORDS FOR ROUTINE MAINTENANCE RELATING TO COVERED PARTS THAT SUSTAIN A BREAKDOWN.

20) COVERED PARTS WHICH THE REPAIR FACILITY MAY RECOMMEND REPLACING BUT WHICH HAVE NOT EXPERIENCED A BREAKDOWN AS DEFINED IN THE DEFINITIONS OF THIS CONTRACT

G. Commercial Vehicles

1) This CONTRACT may be available for certain types of COMMERCIAL VEHICLES as long as: (a) the VEHICLE is not rated over one (1) ton payload capacity and; (b) the appropriate surcharge is paid at time of CONTRACT purchase.

2) Only the following commercial applications are eligible for coverage under this contract: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, and carrying hand tools to the job site.

3) COMMERCIAL VEHICLES are required to follow all original manufacturer's severe service scheduled maintenance and must not exceed maximum towing/load capacities. For specific information, consult YOUR owner's manual or a dealer who sells the make of YOUR VEHICLE.

4) VEHICLES used in any commercial manner not provided in G.2. above are not eligible for COVERAGE. Commercial uses not eligible for coverage include but are not limited to; taxi, limousine, shuttle, police or other emergency use, security service or any law enforcement agency, snow plowing, towing.

H. Vehicle Maintenance Requirements

1) This CONTRACT requires VEHICLE maintenance to be performed as follows:

- i. YOU must properly maintain YOUR VEHICLE by performing maintenance services, at the proper intervals, according to the recommendations and requirements of YOUR Owner's Manual or as otherwise specified by the MANUFACTURER. Failure to follow the recommendations and requirements made by the MANUFACTURER in YOUR VEHICLE Owner's manual or as otherwise specified by the MANUFACTURER will result in a denial of claim.
- ii. YOU must retain all original receipts, invoices and any other MAINTENANCE RECORDS that demonstrate all required and recommended maintenance has been performed at proper intervals. WE may request that YOU produce MAINTENANCE RECORDS and may deny coverage if YOU fail to produce MAINTENANCE RECORDS that confirm that maintenance has been performed at proper intervals regarding YOUR VEHICLE. Handwritten receipts will not be accepted by US.
- iii. Coverage will be denied if YOU fail to perform maintenance services at proper intervals, or otherwise fail to properly maintain YOUR VEHICLE.
- iv. YOU must retain all original documents that demonstrate the amount YOU paid to purchase YOUR VEHICLE
- v. COVERAGE may be denied if YOU fail to perform maintenance service at a licensed REPAIR FACILITY.

I. In the Event of a Mechanical Breakdown or Failure

1) A claim must be initiated by YOU. YOUR repair facility may not start a claim on YOUR behalf. Prior to going to the repair facility, YOU must call US at 1-888-734-7392 to start a claim. Once YOU have started YOUR claim with US you may take YOUR vehicle to the repair facility of YOUR choice.

i. If you incur a MECHANICAL BREAKDOWN:

1. YOU must take YOUR VEHICLE to a repair facility in the UNITED STATES which has an ASE licensed mechanic capable of and appropriate equipment for diagnosing and repairing your vehicle.

If you are traveling in Canada, take YOUR VEHICLE to the nearest REPAIR FACILITY in the UNITED STATES or Canada which has an automotive professional capable of and appropriate equipment for diagnosing and repairing YOUR VEHICLE. In either instance, and in the event of an emergency when neither of the foregoing options is possible, **YOU AND YOUR REPAIR FACILITY MUST OBTAIN PRIOR AUTHORIZATION FROM US, BY CALLING TOLL FREE 1-888-734-7392, BEFORE INCURRING ANY REPAIR COSTS.**

2. YOU must authorize the repair facility to tear down YOUR VEHICLE or to diagnose a problem.

3. WE reserve the right to inspect YOUR VEHICLE to gather diagnostic or other necessary information regarding any claim. At OUR discretion, WE may move or tow YOUR VEHICLE to another REPAIR FACILITY, at no expense to YOU, in order to inspect YOUR VEHICLE for these purposes.

4. YOU must pay any applicable DEDUCTIBLE to the authorized repair facility.

2) In the event that road side assistance is needed, please contact US at 1-888-734-7392 to get authorization to utilize the road side assistance benefits under YOUR CONTRACT.

J. Coverage Period

The start and end date and mileage of the coverage of this CONTRACT as listed on the DECLARATIONS PAGE of YOUR CONTRACT. No COVERAGE or benefits will be extended to YOU or YOUR VEHICLE outside of the coverage period.

K. Territory

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the United States of America, Puerto Rico and Canada. This CONTRACT may not be made available to residents of the following states: Missouri, Nevada and Washington.

L. Limitation of Liability

1) The aggregate limit of liability of all claims and benefits payable under this CONTRACT shall never exceed the Actual Cash Value (ACV) of the Vehicle as indicated in the then current NADA Official Used Car Guide as "average trade-in" value at the time immediately preceding the Mechanical Breakdown or Failure, taking age, mileage and condition into consideration and excluding tag, tax and licensing fees whichever is greater.

2) Liability shall be limited to the reasonable price for repair or replacement of any COVERED PART and the reasonable amount of LABOR HOURS. Parts replacement may include new parts, or parts of like kind and quality, which may include used parts, after-market parts or remanufactured parts, as customarily used in the automobile industry.

3) YOU will be responsible for the cost of all repairs that exceed the aggregate limit of liability under this CONTRACT.

4) The ADMINISTRATOR shall not be required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on YOUR VEHICLE.

5) The ADMINISTRATOR shall not be liable to YOU for consequential damages or injuries, nor for any costs or expenses that provide betterment, upgrade, or enhancement to YOU or YOUR VEHICLE.

6) This limit of liability applies regardless of the cause and regardless of the legal theory asserted.

7) There are no warranties that extend beyond the description on the face hereof. The warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

M. Transfer of Contract

1) This CONTRACT may only be transferred by the original CONTRACT purchaser.

2) The Original CONTRACT purchaser must contact US and submit all of the following information and documentation at the time of the transfer request in order for the transfer to take place:

i. A fifty dollars (\$50.00) administrative processing fee to be made payable to US either by check, electronic check, credit or debit card; and

ii. A copy of proper documentation evidencing change of ownership and mileage at the date of sale, including a notarized bill of sale signed by both parties;

3) This CONTRACT may be transferred to another vehicle under the following circumstances

i. The new vehicle has been approved by the ADMINISTRATOR; and

ii. The new vehicle has been determined by the ADMINISTRATOR to be within the same class as

the VEHICLE; and

iii. Any additional fees determined by the ADMINISTRATOR at the time of the request of transfer have been agreed to be paid by YOU;

4) This CONTRACT may be transferred to a different private owner of the same VEHICLE;

5) The VEHICLE or different vehicle may be subject to inspection at OUR discretion and OUR expense and transfer must take place within thirty (30) days of change of VEHICLE ownership or VEHICLE;

6) YOU may not transfer this CONTRACT to a commercial business, a vehicle dealer, or a customer of a vehicle dealer, nor may this CONTRACT be transferred to a commercial use application user;

7) In the event that the transfer is to a new owner of the same VEHICLE all remaining underlying warranties or guarantees must be transferred to a new owner;

8) The new CONTRACT holder or new VEHICLE will be bound by the full terms of this CONTRACT;

9) If the original owner / first retail purchaser's full warranty does not transfer to the subsequent owner, this CONTRACT COVERAGE will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered for the original owner / first retail purchaser under the manufacturer's original owner / first retail purchaser full warranty.

N. Cancellation

1) YOU may cancel YOUR CONTRACT:

i. Within thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT and receive a full purchase price refund, if no services have been rendered to or on behalf of YOU. If services have already been rendered under this CONTRACT to or on behalf of YOU, including the filing of a pre-existing claim, the refund will be the lesser amount calculated as:

1. A time pro-rated amount, based upon the time expired since the CONTRACT was purchased

2. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.

ii. After thirty (30) days following the commencement of the CONTRACT period, YOU may cancel this CONTRACT. The refund will be the lesser amount calculated as:

1. A time pro-rated amount, based upon the time expired since the CONTRACT was purchased and less any claim payments, reimbursement or service rendered to or on behalf of you during the CONTRACT period.

2. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT and less any claim payments, reimbursement or service rendered to or on behalf of you during the CONTRACT period.

iii. ALL CANCELLATION REFUNDS AFTER THIRTY (30) DAYS ARE SUBJECT TO A \$25 PROCESSING FEE.

2) WE may cancel this CONTRACT at any time if:

i. YOU fail to timely pay any part of the CONTRACT purchase price

ii. YOU made a material misrepresentation or substantially breached YOUR duties under this CONTRACT relating to the VEHICLE or its use

iii. The VEHICLE has been sold or traded or repossessed, unless this CONTRACT has been transferred in accordance with section Transfer of Contract

iv. The VEHICLE identification number no longer can be read or has been altered

v. WE cannot determine the true mileage of the VEHICLE due to replacement, alterations, disconnection or failure of the Odometer

vi. The VEHICLE has been declared a total loss or sold for salvage purposes

vii. The VEHICLE has been modified for or used in any competitive events or used for a COMMERCIAL USE or PURPOSE.

3) If WE cancel this Contract, WE will refund to you or the Lender, as applicable, the lesser of:

i. A time pro-rated amount, based upon the time expired since the CONTRACT was purchased

ii. A mileage pro-rated amount, based upon the number of miles the VEHICLE has been driven since YOU purchased the CONTRACT.

4) If YOU are entitled to a refund under this CONTRACT, WE will pay the refund to YOU if YOUR purchase of this CONTRACT was not financed. If YOU financed YOUR purchase of this CONTRACT with a Lender, WE will issue a cancellation refund directly to that Lender unless YOU present to US written confirmation that YOU have paid the Lender in full all sums due under the Finance Agreement and the Lender has discharged all liens it had in respect to the Finance Agreement. YOU acknowledge that OUR payment of a cancellation refund to a Lender in respect to a Finance Agreement regarding the VEHICLE constitutes payment to YOU and YOU have no claim against US in respect to such payment. In the event of repossession or total loss of the VEHICLE, the LENDER may cancel this CONTRACT. The provisions of YOUR CONTRACT's cancellation section apply to all cancellation requests. No other rights or benefits under this CONTRACT transfer to the LENDER. A CONTRACT holder who obtains this CONTRACT through a Transfer is not eligible to request or receive a cancellation refund. SHOULD YOU OR WE CANCEL THIS CONTRACT, THIS CONTRACT SHALL TERMINATE IF WE ISSUE A REFUND TO YOU OR

THE LENDER AND NO COVERAGE CAN BE REINSTATED FOR YOU.

O. Subrogation:

In the event that WE pay any reimbursement or expense to YOU or for YOUR benefit in respect to services YOU obtained under the CONTRACT, WE shall be subrogated to all of the rights, claims and interest which YOU may have against any person or legal entity liable or responsible for the loss or incident in issue, to the extent of the amount paid or expense incurred by US. YOU agree to execute any documents WE require YOU to sign under this section Other Terms and avoid doing anything that would impair OUR rights. In respect to these benefits, YOU authorize US to sue, compromise, or settle in OUR name or YOUR name, or otherwise, all such claims, and you hereby agree that WE shall be fully substituted in your place and subrogated to all of your rights on account thereof. YOU agree to pay to US any amounts YOU recover that relate to benefits WE provided hereunder and agree that those amounts belong to US.

P. Arbitration

The parties agree that any dispute, claim or controversy (a "Dispute") that may arise out of or relate to this Contract in any manner, including but not limited to a claim by You for breach of Contract, shall be resolved through binding Arbitration. Either party may make a written demand to the other party for Arbitration after we have attempted to resolve a Dispute through good faith negotiations for a period of 60 days. Arbitration will take place before a single arbitrator who is mutually acceptable to both parties and holds a certification recognized by the courts in the jurisdiction where the Arbitration will take place as to having been trained as an Arbitrator. If YOU and WE cannot agree, either side may ask a court of competent jurisdiction to select the arbitrator. YOU may select the location of the Arbitration provided that it is in the County or the judicial district that includes YOUR address listed in this Contract, or is in Wayne County, Michigan. WE may transfer the arbitration to Romulus County, Michigan provided that the arbitration is conducted without the parties appearing in person. The Federal Arbitration Act (the "FAA"), 91 U.S.C. 91 et seq. (and not any state or local laws) will govern the Arbitration. The decision of the Arbitrator will be final and binding on the parties, except for any right of appeal under the FAA. YOU understand and agree that because the parties have agreed to resolve disputes by binding Arbitration, YOU do not have the right to go to court to resolve a Dispute. However, an Arbitration award may be entered in any court with jurisdiction over the other party. In the event this Arbitration provision is not enforceable in YOUR state, the parties agree to waive and forever give up the right to a trial by jury, which means that in the event of a lawsuit between the parties, the Dispute will be decided by a judge alone. CLASS ACTION WAIVER. YOU agree that any Arbitration or court proceeding involving a Dispute will only consider and determine YOUR individual claims, and will not be conducted as a class action or on representative basis, even if YOU are not a named party.

Q. Individual State Variance Requirements

If YOU purchased this CONTRACT in the state listed below, the following additional information applies to YOUR CONTRACT.

1) Alabama

If YOU are a resident of the state of Alabama, the following terms apply to your CONTRACT:

i. The administrative cancel fee is \$25.00. The \$25.00 administrative fee to cancel YOUR CONTRACT will be waived if YOUR CONTRACT is cancelled by the ADMINISTRATOR.

2) Arkansas

If YOU are a resident of the state of Arkansas, the following terms apply to your CONTRACT:

i. To the Arbitration Section, is added: Arbitration is voluntary and non-binding per Ark. Code Ann. 23-79- 203(a)

ii. The Cancellation Section is amended to: The administrative processing fee to cancel YOUR CONTRACT is \$50.00. In the event of cancellation of this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund, less the administrative processing fee. After the first thirty (30) days, the cancellation refund will be calculated on a pro rata basis and YOU will receive the lesser of the unused portion of the days or mileage that the CONTRACT has been in effect, compared to the term stated on the CONTRACT, less the administrative processing fee.

iii. The subrogation section is amended to include: The insurer is entitled to recovery only after the insured has been fully compensated for the loss sustained.

3) Arizona

If YOU are a resident of the state of Arizona, the following terms apply to your CONTRACT:

4) Connecticut

If YOU are a resident of the state of Connecticut, the following terms apply to your CONTRACT:

i. The following is added to the Arbitration section: A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of YOUR dispute, the CONTRACT purchase price, the cost of the VEHICLE repair and a copy of this CONTRACT.

ii. In the event this CONTRACT expires by miles within one year of the CONTRACT effective date, the CONTRACT term will be extended by the number of days the VEHICLE was being serviced for an

AUTHORIZED COVERED REPAIR.

5) Georgia

If YOU are a resident of the state of Georgia, the following terms apply to your CONTRACT:

- i. The obligor can only cancel for fraud, material misrepresentation or nonpayment with a 30 day written notice (10 day written notice for nonpayment); Refunds must be issued on 100% of the unearned prorata contract price.
- ii. Claims paid cannot be deducted from any refund regardless of who cancels the contract.
- iii. The 30 day/1000 mile waiting period is not included in the coverage term of this CONTRACT; the coverage term of the CONTRACT begins after 30 days/1000 mile exclusionary period.
- iv. Pre-existing conditions are only excluded if the condition was known to the contact holder. Any defect in the part(s) covered by this agreement existing on the date this agreement was purchased and known to you is not covered. Sludge and sludge build up are not excluded under this CONTRACT.
- v. Modifications and alterations are only excluded under this CONTRACT if made by the contract holder.
- vi. The Arbitration section is not applicable in Georgia.

6) Illinois

If YOU are a resident of the state of Illinois, the following terms apply to your CONTRACT:

- i. The cancellation fee is ten percent (10%) of the service CONTRACT price not to exceed fifty dollars (\$50.00).
- ii. Subtraction of services received by customer will only apply to cancellations not fully refunded.
- iii. FAILURE caused by normal wear and tear of a COVERED PART is covered by YOUR CONTRACT in accordance with section A.5, A.8 and E. of YOUR CONTRACT.

7) Indiana

If YOU are a resident of the state of Indiana, the following terms apply to your CONTRACT:

- i. CONTRACT purchaser's proof of payment to the CONTRACT seller or SERVICE CONTRACT PROVIDER constitutes proof of payment to the insurance company which guarantees OUR obligations to YOU.
- ii. Pre-existing conditions are only excluded if the condition was known to the contract holder.
- iii. The Arbitration section is amended to: Arbitration would take place under the laws of the State of Indiana Uniform Arbitration Act IC 34-57-2 and is held in YOUR County or any other county in Indiana agreed to by both YOU and US. YOU may access the complete State of Indiana Uniform Arbitration Act at <http://www.in.gov/legislative/ic/code/>.

8) Iowa

If YOU are a resident of the state of Iowa, the following terms apply to your CONTRACT:

- i. YOU may have additional rights under Iowa Consumer Credit Code, Chapter 537. The Iowa Insurance Commissioner may be contacted at the Iowa Securities Bureau, 340 Maple Street, Des Moines, IA 50319- 0066, Telephone: (515) 281-5705.

9) Louisiana

If YOU are a resident of the state of Louisiana, the following terms apply to your CONTRACT:

- i. The administrative processing fee to cancel YOUR CONTRACT is \$50.00.
- ii. In the event of cancellation of this CONTRACT within the first thirty (30) days, YOU are entitled to a full refund, less the administrative processing fee. After the first thirty (30) days, the cancellation refund will be calculated on a pro-rata basis and YOU will receive the lesser of the unused portion of the days or mileage that the CONTRACT has been in effect, compared to the term stated on the CONTRACT, less the administrative processing fee.
- iii. In calculating any refund, no deduction shall be allowed for any claim that has been paid under the contract.

10) Mississippi

If YOU are a resident of the state of Mississippi, the following terms apply to your CONTRACT:

- i. The Arbitration Section is changed to include: "Once the decision of the arbitrators is rendered, it is not binding on any party, and does not waive the rights of any party to then pursue the dispute in a court of law. IF YOU DO NOT AGREE WITH THIS ARBITRATION SECTION, YOU HAVE FIVE (5) DAYS FROM THE DATE OF CONTRACT DELIVERY TO CANCEL THE CONTRACT."

11) Nebraska

If YOU are a resident of the state of Nebraska, the following terms apply to your CONTRACT:

- i. Dispute resolution through arbitration is voluntary in Nebraska.

12) New Hampshire

If YOU are a resident of the state of New Hampshire, the following terms apply to your CONTRACT:

- i. In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 S. Fruit Street, Suite 14, Concord, NH 03301 (Phone 603-271-2261).
- ii. The Arbitration section is amended to include the following: Arbitration shall only be required upon

mutual agreement by Us and YOU to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration at the time of such controversy or claim and shall take place in Your county of residence or other mutually agreed upon location in New Hampshire.

13) North Carolina

If YOU are a resident of the state of North Carolina, the following terms apply to your CONTRACT:

- i. The ADMINISTRATOR cannot cancel this CONTRACT except for non-payment of CONTRACT price or for direct violation of the CONTRACT by YOU where this CONTRACT states that violation will subject this CONTRACT to cancellation.
- ii. The cancellation fee is twenty-five (\$25.00) or ten percent (10%) of the pro rata refund amount, whichever is less, not to exceed 10% of the pro rata refund.

14) Oklahoma

If YOU are a resident of the state of Oklahoma, the following terms apply to your CONTRACT:

- i. Oklahoma service warranty Statutes do not apply to commercial use references in this CONTRACT per 36 O.S. 6602.
- ii. Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. This is not an Insurance Contract.
- iii. The CONTRACT's cancellation language is replaced in its entirety with the following:
 1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR in writing and by submitting a request to cancel the CONTRACT and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request. YOU may cancel this contract for any reason at any time. In the event YOU cancel this CONTRACT within the first thirty (30) days after the receipt of this contract and no claim has been authorized or paid, YOU are entitled to a full refund. If YOU cancel after the first thirty (30) days after the receipt of this contract or have made a claim within the first thirty (30) days after the receipt of this contract, YOU shall receive a refund of one hundred percent (100%) of the unearned pro rata premium less ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less and less the actual cost of any service provided under YOUR CONTRACT.
 2. The ADMINISTRATOR may cancel this CONTRACT for non-payment of the CONTRACT purchase price, for misrepresentation in obtaining this CONTRACT, misrepresentation in the submission of a claim, or if YOUR VEHICLE is found to be modified in a manner not recommended by the VEHICLE manufacturer. In the event the contract is canceled by the ADMINISTRATOR, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less the actual cost of any service provided under the service CONTRACT.
 3. All cancellations for CONTRACTS that have been financed will be paid to the finance company listed on the DECLARATIONS PAGE of this CONTRACT, unless the CONTRACT has been paid in full.
- iv. Section D.2. v is replaced with the following:
 1. WHEN THE MANUFACTURER'S NEW VEHICLE WARRANTY HAS BEEN DETERMINED NULL AND VOIDABLE BY THE MANUFACTURER.
- v. The Arbitration section is amended to include: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court.

15) South Carolina

If YOU are a resident of the state of South Carolina, the following terms apply to your CONTRACT:

- i. A ten percent penalty per month shall be added to a refund that is not paid or credited within fortyfive (45) days after return of the service contract to the provider.
- ii. Questions or complaints may also be addressed to: South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000 Columbia, SC 29201 or by phone 803-737-6160.
- iii. Also see the Arbitration section of this CONTRACT.

16) Utah

If YOU are a resident of the state of Utah, the following terms apply to your CONTRACT:

- i. Section F. 11. is amended to include: Failure to file a claim within the time limit does not invalidate a claim if the CONTRACT HOLDER shows it was not reasonably possible to file within the listed time limit (U.C.A. 31A-21-312). Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the CONTRACT HOLDER only if the CONTRACT HOLDER contacts US to file a claim within a reasonable timeframe after such emergency repairs are performed. Section F. 11. a. FAILURE must prevent safely operating YOUR vehicle and F. 11. d. emergency repair limit are not applicable in Utah.
- ii. The Arbitration section is changed to read: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the OBLIGOR, it shall be resolved by arbitration in accordance with the rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by the BBB, YOU

must notify US or the OBLIGOR. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. 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.

iii. The Cancellation section is amended to include the following:

1. A statement that includes the reason for cancellation by the SERVICE CONTRACT PROVIDER/OBLIGOR shall be provided.

2. If YOUR CONTRACT has been in effect for at least 60 days, the SERVICE CONTRACT PROVIDER/OBLIGOR may cancel this CONTRACT before the expiration of the agreed TERM if: (a) YOU fail to pay an amount when due; (b) Discovery of fraud or misrepresentation by YOU in obtaining this CONTRACT or in presenting a claim for service thereunder; (c) Discovery of an act or omission by YOU or a violation by YOU of any substantial condition of this contract. Any outstanding balance due may be deducted from YOUR unearned pro rata refund. Cancellation by US for YOUR non-payment will be effective 10 days after delivery of OUR written notice to YOU, and 30 days after written notice for all other reasons for cancellation by US. OUR reason for cancellation of YOUR CONTRACT shall be included in the cancellation notice. Per Utah Code Ann. §31A-6a-104-(4), the definition of an emergency repair is anything outside normal business hours.

iv. The CONTRACT HOLDER may pay for this CONTRACT in full at the time of purchase, or if YOU qualify, financing the CONTRACT may be available. If YOU decide to finance this CONTRACT the finance company is responsible for disclosing the payment terms of this CONTRACT agreed to by YOU.

v. This service CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

17) Wisconsin

If YOU are a resident of the state of Wisconsin, the following terms apply to your CONTRACT:

i. Claims may not be denied solely because the contract holder did not obtain preauthorization within a reasonable time frame. This warranty is subject to limited regulation by the office of the commissioner of insurance.

ii. YOU may, within 15 days of the delivery of the CONTRACT, reject and return the CONTRACT for a full refund less actual costs or charges needed to issue and service the CONTRACT.

iii. The Limitations of Liability Section is amended to exclude the following: "The ADMINISTRATOR does not assume, and specifically disclaims any liability to YOU for benefits provided herein. The liability of the ADMINISTRATOR is only to the CONTRACTOR in accord with their separate agreement."

iv. The Subrogation Section is replaced with the following: If YOU receive any benefits under this CONTRACT, WE will be entitled to all YOUR rights of recovery against any manufacturer, repairer or other party who may be responsible to YOU for the costs covered by this CONTRACT or for any other payment made by US, but only after YOU have been made whole for YOUR loss (i.e. YOU have been fully compensated for YOUR damages).

v. The Arbitration Section is amended to: In the event of any dispute concerning the interpretation of this CONTRACT between YOU and the ADMINISTRATOR, YOU understand that it may, at YOUR option, be resolved by arbitration in accordance with the Arbitration Rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by BBB, YOU must notify the ADMINISTRATOR in writing within sixty (60) days of the ADMINISTRATOR'S final decision. YOU are not bound to the Arbitration proceedings outlined in the CONTRACT. Arbitration has to be agreed to by both parties. This CONTRACT does not disallow participating in court proceedings.

vi. The Cancellation Section is amended to: Claims will not be deducted from any refund to the CONTRACT HOLDER.

18) Wyoming

If YOU are a resident of the state of Wyoming, the following terms apply to your CONTRACT:

i. The Arbitration section is replaced with: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the ADMINISTRATOR, arbitration will be conducted in accordance with the Wyoming Arbitration Act. Mandatory arbitration by which the service contract holder is required to arbitrate any claim in the event of disagreement with the service contract provider is prohibited. Results of arbitration are not binding on the parties without the right of appeal unless the parties themselves agree to be so bound by a separate agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

ii. The Cancellation section is amended to include:

1. You (the original CONTRACT HOLDER) may cancel this CONTRACT by contacting the ADMINISTRATOR in writing and by submitting the following documents:

a. The original CONTRACT and a Federal Odometer Statement or notarized affidavit verifying

mileage at the time of request.

b. If lien has been paid, supply discharge of lien from lien holder.

c. If repossessed, supply a copy of the repossession documents.

d. If totaled, supply a copy of the insurance company verification of loss along with an odometer statement at the time of loss.

2. A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five days after return of the CONTRACT and cancellation request from YOU to US. Cancellation fee does not apply to cancellations within the first 30 of the contract purchase date.

3. In the event the cost of this CONTRACT is financed or part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, then the lender shall have the right to cancel and shall be the sole payee of any refund check. All cancellations refund checks will be sent from the issuing dealer.

iii. WE may cancel this CONTRACT by mailing a written notice to YOUR last known address at least ten (10) days prior to cancellation by US. Prior notice is not required if the reason for cancellation is nonpayment of the CONTRACT, a material representation by YOU to US, or a substantial breach of duties by YOU relating to YOUR VEHICLE or its use. The notice shall state the date of the cancellation and reason for the cancellation.

SAMPLE