

SCP \_\_\_\_\_

CUSTOMER			
BUYER	CO-BUYER		
ADDRESS	CITY	STATE	ZIP
EMAIL	CELL PHONE	ALTERNATE PHONE	

COVERED UNIT					
YEAR	MAKE	MODEL	VIN	SERIAL NUMBER	PURCHASE PRICE

SELLING DEALER			
DEALER NAME	PHONE		
ADDRESS	CITY	STATE	ZIP

LIENHOLDER			
LIENHOLDER NAME	PHONE		
ADDRESS	CITY	STATE	ZIP

EXTENDED SERVICE AGREEMENT INFORMATION	
Coverage Plan:	_____
Supplemental Coverage:	_____
Term Months:	Term Miles: _____
Date of Sale:	Current Mileage: _____
Expiration Date:	Expiration Mileage: _____
Deductible:	Agreement Price: _____

I (Customer), whose signature appears below, acknowledge that the information contained above is true and correct. I have read the terms and conditions and understand and agree to all provisions herein.

BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE SIGNATURE	DATE
CO-BUYER SIGNATURE	DATE	DEALER REPRESENTATIVE NAME	

**The purchase of this Service Contract (Contract) is not required to purchase or obtain financing for the Unit.**

If no coverage is listed above, Plan MS will be in effect, as applicable. If no Term Years or Term Miles are listed above, coverage will be in effect for 1 Year and 12,000 miles, as applicable. A \$100.00 Deductible will apply unless otherwise listed above (Deductible reduced at Selling Dealer, see Additional Benefits listed herein). Any modification, alteration or change to the preprinted terms and conditions of this Contract are invalid and of no force or effect.

THIS CONTRACT IS NOT AN INSURANCE CONTRACT. IT IS AN AGREEMENT BETWEEN THE CUSTOMER (I, YOU, or YOUR) AND THE PROVIDER (WE, US, or OUR). ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS CONTRACT ARE THOSE OF THE PROVIDER. THE PROVIDER'S OBLIGATIONS ARE INSURED UNDER AN INSURANCE POLICY AS STATED IN THE OBLIGATIONS SECTION.

**AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS**

**CLAIMS TOLL FREE – (833) 487-5447**

**ROADSIDE ASSISTANCE – (855) 215-1933**

## WHAT IS COVERED

Upon payment of the Deductible and before the Expiration Date and Expiration Mileage, all of which are listed on the front of this Contract, necessary mechanical repairs will be made without additional charge to You, subject to the Coverage Plan indicated on the front of this Contract. This Contract covers any failure to a covered component resulting from normal wear and tear. **Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of breakdown.**

### PLAN ME: MOTORIZED EXCLUSIONARY COVERAGE

Plan ME includes repair/replacement of **ALL** factory-installed original mechanical equipment on the Covered Unit, subject to the items listed under "What Is Not Covered" herein.

### PLAN MS: MOTORIZED STATED COVERAGE

Plan MS includes the following components, subject to the items listed under "What Is Not Covered" herein:

- 1. ENGINE:** Gasoline: All internal lubricated parts: Bearings, pistons, piston pins and rings, valves, valve springs, valve spring retainers, timing chain or timing belt tensioners and rocker arms. Timing gear, oil pump, valve guides, followers, valve seats, rocker shafts, push rods, valve lifters, connecting rods, crankshaft and main bearings, camshaft, cam bearings and rocker bushings. Other parts: Water pump, engine mounts, engine cushions, exhaust manifold, intake manifold, front cover, harmonic balancers, vacuum pump, flywheel (flex plate), flywheel ring gear, pulleys and eccentric shaft; seals & gaskets. Engine block, cylinder head(s), cylinder barrels, oil pan and valve covers only if the damage results from the failure of an internal lubricated part. Diesel Engine: All the above parts plus fuel heater, fuel injection pump and fuel injectors. Turbo Charger: All internal lubricated parts contained within the turbo charger housing, and the turbo charger housing only if the damage results from the failure of an internal lubricated part.
- 2. TRANSMISSION:** All internal lubricated parts; torque converter, pump, drums, reaction carrier, shafts, hubs, gears, shift rails and forks, internal linkage, and bearings. Transmission mounts, vacuum modulator; seals & gaskets. The transmission case, housing and oil pan, only if the damage results from the failure of an internal lubricated part.
- 3. TRANSFER CASE:** All internal lubricated parts, plus the transfer case housing only if the damage results from the failure of an internal lubricated part; seals & gaskets.
- 4. DRIVE AXLE ASSEMBLY (Front and Rear):** All internal lubricated parts contained within the drive axle housing; hub, axle and non-serviceable bearings, drive gears and clutches. Constant velocity joints, universal joints, axle shafts, drive shafts, seals & gaskets. The axle or transaxle housing, only if the damage results from the failure of an internal lubricated part.
- 5. ENGINE COOLING & HEATING:** Water pump including: Impeller shaft, bearings and bushings. Radiator, heater core, thermostat, fan, fan clutch, fan motor, controller module, coolant recovery unit, fan shroud, electric block heater; seals & gaskets.
- 6. FUEL SYSTEM:** Fuel pump, fuel injector pump, fuel injectors, fuel distributor, fuel tank(s), metal fittings, metal fuel lines, fuel pressure regulator, vacuum assist booster pump and auxiliary tank switch; seals & gaskets.
- 7. SUSPENSION:** Upper and lower control arms, kingpins, control arm shafts and control arm bushings, spindle, spindle supports, coil and leaf springs, torsion bars, stabilizer shaft links or bushings, strut bar, rod or link, steering knuckles, wheel bearings, strut and strut bushing (except strut cartridges), leveling compressor, relays, height sensors, compressor lines and air bags.
- 8. STEERING:** All internal lubricated parts contained within the steering box. Rack and pinion gear, power steering pump, power cylinder assembly, pitman arm, idler arm, steering column, bearings, tie rod(s), drag link, center link, steering damper, control valve and cylinder, cooler, cooler lines, main and intermediate shaft and coupling, seals & gaskets.
- 9. BRAKES:** Master cylinder, power brake cylinder, vacuum assist booster, booster pump, wheel cylinders, disc brake calipers, combination valves, equalizer valve, hydraulic control unit, backing plates, rear actuators, springs, clips, retainers, self-adjusters, parking brake linkage and cables, hydraulic lines and fittings; seals & gaskets. Air Brakes: The compressor, tank, auto bleeder valve, diaphragm, treadle, slack adjusters, disk calipers and compensating valve; seals & gaskets.
- 10. AIR CONDITIONING (Chassis):** Condenser, compressor, clutch and pulley, evaporator, receiver dryer, accumulator, blower motor, blower motor fan, HVAC controller and module, seals & gaskets.
- 11. FACTORY-INSTALLED NAVIGATION SYSTEM:** Display, controls, and all electrical components.
- 12. FRAME:** L.P. Mounting bracket, bumper welds, all chassis frame welds, manual lift jacks, latch and lift crank.
- 13. ELECTRICAL:** Generator or alternator, voltage regulator, starter motor, starter solenoid, starter drive, relays and solenoids. Battery paralleling switch, battery isolator, back up alarm and switch, distributor assembly and factory installed power converter/inverter. Front and rear wiper motors, front windshield defroster, power mirror motors, power seat motors, power door lock actuators and solenoids, power window motors and regulators and power antenna motor. Turn signal switch, horn(s) and horn switch, cruise control and dashboard clock. Manually operated switches, amp/volt gauge, oil pressure gauge and sending unit, temperature gauge and sending unit. Breaker box(es), breakers and wiring harnesses for covered components (excluding power cord).
- 14. ELECTRONIC HI-TECH:** Fuel injection sensors, fuel injection control module and injectors, electronic ignition module, electronic mixture control unit and sensors, digital or analog instrument cluster, electronic anti-detonation sensors and controller, electronic anti-lock brake computer, actuator and wheel speed sensors.
- 15. WATER SYSTEM:** Water pump, sink(s), sink faucet, shower faucet, shower head, holding tank(s), and their traps, fittings, connections and gate valves.
- 16. WASTE SYSTEM:** Toilet vacuum breaker, float assembly, ball valve, slide valve, the water inlet valve, the holding tank, and their traps, fittings, connections, and gate valves.
- 17. WATER HEATER:** Burner assembly, tank, thermostat, thermocouple, heating element, gas valve, pressure relief valve, electronic ignition, wiring harness, switch and PC board and their fittings, connections, and gate valves.
- 18. RANGE & OVEN:** Burner assembly, thermostat, thermocouple, burner valves, igniter, heating element, fan, pole motor, power hood, fittings, connections, PC board, and microwave oven.
- 19. REFRIGERATOR & FREEZER:** Thermostat, thermocouple, burner assembly, igniter, cooling unit, fittings, connections and the PC board.
- 20. HEATING/FURNACE:** Thermostat, thermocouple, main gas valve, igniter, burner assembly, igniter, blower motor, fittings, connections, and the PC board. Does not include Hydronic Heating Units.
- 21. AIR CONDITIONING (Roof Mounted 110v or Central Air):** Compressor, condenser, evaporator, receiver-dryer, accumulator, expansion valve, capacitors, heat pump, heat strips, reversing valve, relays, blower motor, blower motor fan, high/low cut off switch, pressure cycling switch, electronic module, thermostat, vent fans.
- 22. AUXILIARY POWERPLANT/GENERATOR:** All internal lubricated parts including: pistons, rings, connecting rods and bearings, wrist pins, crankshaft and main bearings, camshaft and bearings, rocker arms, valves, valve springs, seats and guides, oil pump, timing chain/belt, tensioner and guides; seals & gaskets. Engine block, cylinder barrels and cylinder head only if the damage results from the failure of an internal lubricated part. Starter motor, electrical generator, manually operated switches, hour meter, voltage regulator, gauges, PC board and power converter/inverter. Breaker box(es), breakers and wiring harnesses for covered components (excluding power cord).
- 23. L.P. GAS SYSTEM:** Regulators, valves, gauges, pigtails, fittings, connectors, gas lines, automatic shut off and mounting brackets.
- 24. HYDRAULIC/ELECTRIC STEP(S):** Step motor, gears, linkage and switch.
- 25. RETRACTABLE AWNING:** Retractable awning power motor, control switch, power/manual crank worm gear mechanism, rails, arms, track, and frame. (does not include awning fabric).
- 26. TAX/FLUIDS/LUBRICANTS:** We will reimburse for state and local taxes, necessary fluids, lubricants and refrigerant to complete covered repairs.

### PLAN EW: EXCLUSIONARY WRAP COVERAGE

Plan EW includes repair/replacement of **ALL** factory-installed original mechanical equipment on the Covered Unit except components 1-4 listed under Plan MS above, subject to the items listed under "What Is Not Covered" herein.

### PLAN CE: COACH EXCLUSIONARY WRAP COVERAGE

Plan CE includes repair/replacement of **ALL** factory-installed original mechanical equipment on the Covered Unit except components 1-11 listed under Plan MS above, subject to the items listed under "What Is Not Covered" herein.

### PLAN CS: COACH STATED COVERAGE

Plan CS includes components 12-26 listed under Plan MS above, subject to the items listed under "What Is Not Covered" herein.

**ROADSIDE ASSISTANCE:** The following services are available 24-hours a day, 365 days a year, up to a maximum benefit of \$500 per occurrence for towing, and \$100 per occurrence for all other services: (1) Towing Service, (2) Flat Tire Service (with your inflated spare), (3) Battery Jump Start, (4) Lock-out Assistance, (5) Vehicle Fluid Delivery (cost of fluids extra), (6) Concierge Service (concierge call support), (7) Technical Assistance (certified technician call support). You must call Roadside Assistance at (855) 215-1933 prior to receiving roadside services.

**Exclusions:** a) Cost of parts, fluids, lubricants, or fuel, cost of installation of products or material, accident related towing or other non-emergency towing or service; b) Mounting or the removal of snow tires or chains, tire repair, winching; c) Trucks over one and a half tons capacity, taxicabs, or other commercial vehicles; d) Any vehicle in tow; e) Any and all taxes and fines; f) Services on a vehicle that is not in a safe condition to be towed; g) Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designed as not passable due to law; h) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; i) Repeated service calls for a Covered Vehicle in need of routine maintenance or repair; j) Any service available under a manufacturer's warranty or insurance policy; k) Damage or disablement due to fire or vandalism; l) Service obtained independently of the service provider; m) Service in areas where state providers are exclusively utilized (e.g. state toll roads); or n) Service outside the United States or Canada.

## SUPPLEMENTAL COVERAGE

The below coverages apply only if purchased and listed as Supplemental Coverage on the front of this Contract

(Items 1-6 included in all Exclusionary Coverage Plans)

**1. DELUXE APPLIANCE:** We will pay for covered breakdowns to: Washer and Dryer: Drive motor, transmission, pulley, heating element, igniter, main controls, blower and water pump; Dish Washer: Drive motor, pulley, heating element and water pump; Ice Maker: Condenser, compressor, ejector motor, gears, bearings, thermostat and relays; In-Sink Disposal: Motor, flywheel, hammer, shredder and power switch; Trash Compactor: Compactor motor, compacting ram(s) and relays; Central Vacuum Cleaner: Electric motor, armature and relays; Kitchen Center: (Blender and Food Processor) Electric motor and the control switches; External Barbecue: Burner, igniter and the control valves; Rear Camera and Driver Monitor; and Factory-Installed Carbon Monoxide/Smoke Detector.

**2. HYDRAULIC/ELECTRIC LEVELING JACKS & SLIDE OUTS:** We will pay for covered breakdowns to: Motor(s), pump, jack assembly, control switches, sensors, actuator, lines, fittings, connections, cylinders, worm gears, tracks, electric switch, wiring harness, and seals and gaskets (including slide wiper seal).

**3. ELECTRONIC HI-TECH PLUS:** We will pay for covered breakdowns to: Electronic Entrance: Transmitter, touchpad, actuators, solenoids, servos & computer; Thermometer; Compass and Power Seat Computer; and Anti-theft: Remote transmitter, audible device, & relay.

**4. WHEELCHAIR LIFT:** We will pay for covered breakdowns to: Electro-hydraulic motor, hydraulic pump, power control switch, manual hand pump, pressure release valve, steel frame and welds, locking handrails, actuator, and relays.

**5. AUDIO/VIDEO:** We will pay for covered breakdowns to: Factory installed, or factory approved dealer installed high-definition television/monitor(s) and back-up monitor; Audio/Video and high-definition disc player; Audio/Video cabling and hubs; Home theater audio amplifier and speakers, satellite dish or antenna, including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver. This coverage does not include internet access devices, phone and game systems, personal computers and monitors, or MP3 or similar portable Music/Video Players and their monitors.

**6. CONVENIENCE PACKAGE:** We will pay for covered breakdowns to the following Supplemental Coverage Items: Deluxe Appliance, Hydraulic/Electric Leveling Jacks & Slide Outs, and Electronic Hi-Tech Plus.

**7. SOLAR PANELS:** We will pay for covered breakdowns to: Panels, inverters, lithium phosphate batteries, and high voltage wiring.

**8. HYDRONIC HEATING:** We will pay for covered breakdowns to: Diesel burner, heat exchanger, heater elements, pump, holding tank, thermostatic switches, printed circuit board, thermostat, and control panel. Hydronic Heating systems include systems branded as Aqua Hot, Hydro-Hot, Oasis, Hurricane, or other similar systems. Proof of annual service is required.

**9. COMMERCIAL USE:** We will pay for covered breakdowns to Your Unit when operated as part of a for-profit business or enterprise or, if the Unit is used for daily, weekly, monthly rentals and leases up to a maximum of 12 months. Rental or lease use requires that a single principal operator/renter/lessor/lessee is responsible for Your Unit maintenance and regular servicing. Proof of maintenance for the investigation and validation of a claim is required.

**10. MOBILE SERVICE CALL PLUS:** We will cover reasonable per occurrence mobile service call charges in the event of a covered breakdown and in addition to normal parts and labor charges. This cannot be combined with the towing assistance reimbursement.

## ADDITIONAL BENEFITS

The below benefits are included with all Coverage Plans. Valid receipts are required for all reimbursements.

**1. TOWING ASSISTANCE REIMBURSEMENT:** In the event towing becomes necessary due to a covered breakdown, We will reimburse You for actual towing costs, not payable by insurance, up to \$500 per occurrence. Towing Assistance includes towing Your Unit to the Selling Dealer listed on the front of this Contract if within 40 miles of the Selling Dealer, or the nearest licensed repair facility if Your Unit is more than 40 miles from the Selling Dealer.

**2. TRIP INTERRUPTION REIMBURSEMENT:** When a covered breakdown disables Your Unit and the covered repairs are completed more than 100 miles away from Your residence, we will reimburse You for lodging and meal expenses incurred by You between the date of the mechanical breakdown and the date on which the covered repairs are completed. You will be reimbursed for actual lodging and meal expenses, up to \$250 per day, not to exceed a 3-day maximum of \$750.00. In the event covered repairs take longer than 3 days, We will reimburse You up to \$250 per person, not to exceed \$1,000, for receipted airfare or alternate travel expenses. Valid receipts are required for reimbursement. You must call (833) 487-5447 (Claims Service Office) prior to receiving this benefit.

**3. SUBSTITUTE TRANSPORTATION REIMBURSEMENT:** In the event of a covered breakdown, You may be eligible for reimbursement of actual rental car or rideshare service expenses incurred while Your Unit is undergoing repair. We will pay the actual expenses up to \$50 per day, for a maximum of 5-days, plus 2-days parts delay if needed, not to exceed \$350 per occurrence. To qualify for reimbursement, Your Unit must be inoperable and undergoing repair. Rental cars must be rented from the Selling Dealer, repair facility, or a licensed rental agency. Reimbursement shall not continue beyond the day which repairs are completed. You are notified of completion, and Your Unit is operable. Valid rental agency or rideshare service receipts will be required for reimbursement. You must call (833) 487-5447 (Claims Service Office) prior to receiving this benefit.

**4. PET BOARDING REIMBURSEMENT:** When a covered breakdown disables Your Unit and the covered repairs are completed more than 100 miles away from Your residence, we will reimburse You for pet boarding expenses incurred by You between the date of the mechanical breakdown and the date on which the covered repairs are completed. You will be reimbursed for actual pet boarding expenses, up to \$50 per day, not to exceed a 5-day maximum of \$250.

**5. MOBILE SERVICE CALLS REIMBURSEMENT:** In the event of a breakdown of Your Unit Chassis or Slide Out and Leveling Jack Systems, and in addition to the normal parts and labor charges, You will be reimbursed up to \$100 per occurrence for reasonable mobile service call charges. This benefit only applies to a Breakdown of Your Unit Chassis or Slide Out and Jack Systems covered under this Contract. This cannot be combined with the towing reimbursement.

**6. REDUCED DEDUCTIBLE AT SELLING DEALER:** When repairs due to a covered breakdown are performed at the Selling Dealer listed on the front of this Contract, Your deductible will be reduced by 50%. This does not apply if You have a \$0 deductible.

**7. FOOD SPOILAGE REIMBURSEMENT:** In the event of a breakdown of the covered refrigerator or freezer results in a loss of perishable food or beverages (does not include alcoholic beverages), We will reimburse You up to \$75.

**8. FUEL/L.P. GAS REPLACEMENT REIMBURSEMENT:** In the event of a breakdown of the covered fuel tank or L.P. Gas Bottle results in the draining of fuel or L.P. gas, We will reimburse You up to \$50 per occurrence. Receipts are required for reimbursement.

## HOW TO FILE A CLAIM

If Your Unit is within 40 miles of the Selling Dealer You must deliver Your Unit to the Selling Dealer at the address shown on the front of this Contract. If Your Unit is more than 40 miles from the Selling Dealer, call the Claims Service Office at (833) 487-5447 for instructions before You deliver Your Unit to a licensed repair facility. To assure coverage under the terms of this Contract, authorization must be obtained from the Administrator prior to teardown or repair.

**Emergency Repairs:** If emergency repairs covered by this Contract are required outside normal business hours (i.e., weekend or holiday) You should deliver Your Unit to a licensed repair facility and have the necessary repairs performed on Your Unit at a reasonable and customary charge. To obtain reimbursement for emergency repairs covered by this Contract, You must report the repairs on the next business day, or as soon as reasonably

possible, by calling the Claims Service Office at (833) 487-5447. Emergency repairs are defined to be repairs which, if not performed to Your Unit, would impair the future operation of Your Unit.

#### WHAT IS NOT COVERED

1. Any items not listed or included under the "What Is Covered" section of the specific plan listed on the front of this Contract. Incidental or consequential damages or loss caused by breakdown of components (or otherwise) including property damage, personal injury, inconvenience, or loss of Unit use.
2. Repairs covered by any manufacturer's warranty still in effect, or manufacturer's emissions warranty on the Covered Unit (whether transferred with the Unit or not), manufacturer's recall or factory bulletins, breakdowns of components caused by a defect the manufacturer has publicly announced it would correct, but which You failed to have corrected. These exclusions apply even if the manufacturer (s) has gone out of business or is in bankruptcy.
3. Unit not certified for sale within the United States at the time of manufacture or if Unit has been salvaged or if its title has been branded or if Unit has been declared a total loss. Units that do not have a valid manufacturer VIN/Serial Number, or are title branded as Gray Market, Salvage, Junk, Rebuilt, Total Loss, Designated FEMA Unit, or Flood Damaged.
4. Commercial Use: Repairs to Unit if used for commercial purposes such as, but not limited to: construction, hauling, hauling for hire, postal services, delivery services, vehicle pools with multiple drivers, rideshare (e.g. Uber, Lyft), shuttle/taxi/limousine service, law enforcement services, emergency services, security services, snow plowing, staffing quarters, and if You rent or lease Your Unit to a third party unless the You have purchased the Commercial Use Optional Coverage and is listed on the front of this Contract. Units used for competitive type driving or racing are excluded.
5. **Pre-existing conditions are not covered and/or mechanical failure that exists at the time of retail sale**, whether the failure would otherwise be covered by the Contract or not; or if the information provided by You or the repair facility cannot be verified as accurate or is found to be deceptive.
6. Repairs required because of collision, abuse, overheating or operation without proper lubrication or coolant, road conditions, misuse, negligence, alterations, racing, accidents, fires, floods, riots, acts of God, vandalism, upset, theft, lack of reasonable and proper maintenance, abuse through towing or improper load capacity, abuse through continued operation of an impaired Unit, or any other losses normally covered by casualty insurance, repairs resulting from corrosion, rust, mildew, water intrusion, rotting, stress cracks and improper voltage, or repairs required because of deterioration, condensation, contamination, electrolysis, corrosion, cosmetic or paint changes or the failure or loosening of external fasteners and/or bolts.
7. Any repairs to modified parts or components or any alterations made by You that cause the Unit to be out of compliance with the manufacturer's specifications. Any repairs to a Unit whose odometer has been stopped or tampered with while owned by You and misrepresents the Units mileage, oil consumption, loss of compression, and/or gradual reduction in operating performance due to failure of a covered part or parts, or repairs beyond those required to correct the covered failure.
8. Repairs of components that were not factory installed or were not installed by the Selling Dealer prior to the sale of the Unit, repair of valves, pistons, or piston rings for the sole purpose of improving engine performance, compression, or oil consumption, when no failure has occurred, all fluids, lubricants, coolants, and refrigerants, except in conjunction with a covered repair, shop supplies and hazardous waste fees, or repairs, retrofits, or replacement of components made solely to meet or maintain governmental emission standards.
9. Repairs made outside of the 50 United States, its territories and possessions and Canada unless You obtain a written waiver from the Selling Dealer.
10. Any manufacturer's required maintenance, damage caused by Your failure to take or cause to be taken reasonable precautions to prevent further damage when an apparent problem exists, or diagnostic fees and non-emergency repairs performed without the Administrator's approval.
11. **MECHANICAL:** The following items are not covered: Refrigerant, coolant, and fluids unless required for a covered repair, service adjustments/cleaning, throttle body assembly (except injectors), contaminated fuel, fluids, and filters; air conditioning recharge, bolts and fasteners, belts, hoses, brakes (front hubs, drums, shoes, lining, disc rotors and pads), exhaust system (including catalytic converter), filters, lights (bulbs, sealed beam and lenses), lubricants, manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders, manual clutch disc, strut inserts, shock absorbers, spark/glow plugs and wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, wheel studs, wiper blades, shop supplies and hazardous waste removal repairs due to water intrusion, corrosion or carbon buildup, repairs, retrofit, or replacement of any components caused by or due to compliance with any law or legislation including the Clean Air Act, all batteries (except solar panel lithium phosphate batteries when the Solar Panel Supplemental Coverage has been purchased and listed on the front of this Contract), battery cables, battery mounting hardware, or solar panel battery cell degradation that has not exceeded the lessor of the manufacturer's stated capacity allowance or 70% capacity.
12. **EXTERIOR:** The following items are not covered: Service adjustments (glass and body parts), bright metal, bumpers, body panels, hinges, glass, moldings, outside ornamentation, convertible or vinyl tops, paint, rust, sheet metal, sideview mirrors (glass and housing), air and water leaks, weatherstrip, wheel covers/ornaments and wind noise, repairs due to water intrusion or corrosion, or physical damage, alignment or bumper and body parts.
13. **INTERIOR:** The following items are not covered: Buttons, carpet, dash pad, knobs, rearview mirror (glass and housing), trim, and upholstery, repairs due to water intrusion or corrosion, all interior items and equipment not factory-installed, or not dealer-installed in accordance with factory specifications, including, but are not limited to, televisions, radios, DVD players, compact disc players, graphic equalizers, speakers, theft deterrent systems, radar detectors, navigation systems, and heads up display systems, audio/video headphones, radar detectors, cellular phones and phone systems, CB radio, Internet and satellite communication system access devices, game systems, personal computers and their monitors, I-Pod/MP3 or similar portable music/video players, audio video-cabling and hubs, high-definition television/monitor(s) and back up monitor, high-definition DVD player, home theater audio system, satellite dish or antenna including rotator motors, signal amplifier, control panel and switches, converter and in motion-satellite receiver except when Audio/Video Supplemental Coverage is purchased and listed on the front of this Contract, hydronic heating systems, including, but not limited to, Aqua-Hot, Hydro-Hot, Oasis, or Hurricane systems except when Hydronic Heating Supplemental Coverage is purchased and listed on the front of this Contract.

**LIMITS OF LIABILITY:** The total of all benefits paid or payable under this Contract shall not exceed either the purchase price of the Unit excluding taxes, title, and licenses, or a maximum of \$100,000, whichever is less. The total benefits payable for any single repair or replacement shall not exceed either the actual cash value of the Unit immediately prior to the Breakdown, or a maximum of \$100,000, whichever is less. This determination will be made using the most current NADA Vehicle Value Guide for Your Unit.

**CONTRACT TERM:** The Contract Term begins on the Date of Sale and Current Mileage listed on the front of this Contract and shall expire on the Expiration Date and Expiration Mileage listed on the front of this Contract, whichever occurs first. If Service Drive Sale/Non-Point of Sale Delivery is listed on the front of this Contract, coverage will begin upon the expiration of the 30-Day Waiting Period and 500 miles.

**MAINTENANCE RESPONSIBILITIES:** If You fail to perform the manufacturer's recommended maintenance such as oil changes and other periodic services and Your failure results in a breakdown, this will result in loss of Your coverage under this Contract. Maintenance records from Your Unit's Date of Sale, supported by receipts indicating dates, mileage, and services performed, must be kept by You or a subsequent owner of this Contract and made available to the Selling Dealer or repair facility upon request.

**CANCELLATION:** This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (833) 487-5447 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Unit. The Provider may cancel this Contract for (1) nonpayment of the provider fee, (2) material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the Unit or its use. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan listed and the date coverage begins, less the amount of any claims paid or pending, and less the Cancellation Fee will be paid. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. A like refund will be paid for termination of this Contract if Your Unit is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. No Cancellation Fee will be imposed if the Provider cancels this Contract. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if

required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. In the event this Contract is properly transferred to an individual person purchasing Your Unit, this Contract may be cancelled by the new owner in accordance with this section. **CANCELLATION FEE:** The Cancellation Fee is \$50.

**TRANSFER:** In the event You sell Your Unit, this Contract shall terminate unless properly transferred to an individual person in accordance with this section. To transfer this Contract; submit immediately (within 15 days of the change in ownership) to the Selling Dealer in writing, along with the transfer fee of \$50.00, the following: The Contract number, Your VIN/Serial Number, mileage, make and model of Your Unit, Date of Sale of Your Unit, and the name and address of both You and the new owner of Your Unit. This Contract may not be assigned separately from Your Unit, nor can it be assigned to a new or used dealership or anyone other than an individual person purchasing Your Unit. Copies of maintenance records must be obtained from You by the new owner of Your Unit to assure transfer of the manufacturer's warranty. In the event this Contract is properly transferred to an individual person purchasing Your Unit in accordance with the terms and conditions above, this Contract may not be transferred by the new owner of Your Unit to any subsequent owner under any circumstance.

**DISPUTES REGARDING YOUR CONTRACT: YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at [www.adr.org/Rules](http://www.adr.org/Rules).) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

**PROVIDER/OBLIGOR/ADMINISTRATOR:** The Provider/Obligor/Administrator is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254; (833) 487-5447.

**RESPONSIBILITY FOR BENEFITS:** The Selling Dealer agrees to submit all applicable sums on Your behalf to the Provider and the Provider will be primarily liable to You for the payment of valid claims under this Contract. This Contract contains the complete Contract between the parties and is not valid unless signed by both You and an authorized representative of the Provider. This Contract will terminate when You sell Your Unit unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined within the Cancellation Section.

**OBLIGATIONS:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8382.

#### **STATE PROVISIONS:**

**ALABAMA:** The Cancellation section is amended to include the following: If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Contract to the Administrator or Selling Dealer. If cancelled by the Provider, a written notice shall be mailed to the You at Your last known address, at least 5 days prior to cancellation. Written notice is not required if reason for cancellation is nonpayment of provider fee or material misrepresentation by You. The cancellation fee is amended to \$25. Any cancellation refunds due under this Contract may be credited against any outstanding balance on Your account and We will refund the remainder to You. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for any reason other than non-payment of the purchase price or a material misrepresentation made by You, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation. The Disputes Regarding Your Contract section is amended to include the following: Contracts purchased in the State of Alabama shall be governed by the laws of Alabama.

**ALASKA:** The Obligations section is amended to include the following: If We do not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, You may file a claim directly with Plateau Casualty Insurance Company. This Contract does not provide coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped. This Contract does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in this Contract) and attorney fees. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. The Provider may cancel Your Contract if the reason for cancellation is 1) Nonpayment of provider fee 2) conviction of You of a crime having as one of its necessary elements an act increasing a hazard covered by the service contract 3) fraud or material misrepresentation made by You or a representative in obtaining the service contract or by You in pursuing a claim 4) discovery of grossly negligent act or omission by You that substantially increases the hazards covered by the Contract 5) physical changes in the property covered by the Contract that result in the property becoming ineligible for coverage under the Contract or 6) a substantial breach of duties by You related to the Covered Vehicle. The Provider shall mail a written notice to You at Your last known address at least 5 days prior to cancellation. The notice shall state the effective date and reason of the cancellation. Prior notice is not required for nonpayment of the Provider fee, fraud, or material misrepresentation by You in pursuing a claim under this Contract. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 7.5% of the unearned Provider fee, whichever is less.

**ARIZONA:** The Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, you may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Avenue, Suite 261, Phoenix, Arizona 85007, Attn: Consumer Affairs. You may directly file any complaint with the DIFI against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the DIFI, phone number (602) 364-2499. The Cancellation section is amended to include the following: The Provider shall not cancel or void this contract if determined to be issued on any vehicle excluded under What Is Not Covered. The Provider shall not cancel or void this Contract for pre-existing conditions or exclude pre-existing conditions that were known or that reasonably should have been known by Us or the Selling Dealer selling the Contract on Our behalf. The Provider may not cancel this Contract due to acts or omission of the Selling Dealer or for reasons not within the knowledge or control of the Selling Dealer. The Provider may not cancel or void this Contract or determine this Contract to be ineligible due to gray market, high performance, and GM diesel autos. Costs or expenses resulting from Your failure to maintain the Vehicle are not covered if you cannot provide Us with accurate records proving

that such maintenance has been performed. Costs or expenses for any mechanical or electrical alterations made to Your Vehicle are not covered if they are made by You or with Your knowledge and genuine factory parts installed by an authorized factory dealer are not used. If We are entitled to charge a cancellation fee, the fee will not exceed \$50.00 or 10% of the amount paid by You for this Contract, whichever is less. If the Provider does not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, You may file a claim directly with Plateau Casualty Insurance Company.

**ARKANSAS:** Claims paid or pending will not be deducted from any cancellation refund in this state.

**CALIFORNIA:** How to File a Claim section is revised as follows: Any reference to 40 miles is deleted and replaced with 20 miles. The Provider/Obligor is Plateau Service Company dba Plateau Service Company of Tennessee, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, License #6001067. The Administrator is Portfolio Services Limited, Inc. dba Portfolio Insurance Services, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254; (877) 705-4001. The Obligations section is amended as follows: Performance to You under this Contract is guaranteed by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555, which is a California approved insurance company. You may file a claim with Plateau Casualty Insurance Company by calling (800) 752-8328 if any promise made in this Contract has been denied or has not been honored within 60 days after Your request. If You are not satisfied with Plateau Casualty Insurance Company's response, You may contact the California Department of Insurance at (800) 927-4357, or [www.insurance.ca.gov](http://www.insurance.ca.gov). The Cancellation section is deleted in its entirety and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (800) 335-8769 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Vehicle. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins, less a cancellation fee of \$25 or 10% of the contract purchase price, whichever is less. A like refund will be paid for termination of this Contract if Your Vehicle is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. The Provider may cancel this Contract within the first 60 days provided a notice of cancellation, which will state the specific nature for cancellation, is mailed to You postmarked before the 61st day after the sale date. The Contract will then cease to be valid no less than 5 days after the postmark date of notice and a full refund of the purchase price will be paid. If a Provider pays a claim or has advised You in writing that a claim will be paid, then the Provider may deduct the amount of any claims paid prior to Provider cancellation during the first 60 days. The Provider may at any time cancel this Contract if there has been material misrepresentation or fraud at the time of sale or during the Contract term. If cancelled by the Provider for these reasons, notice of cancellation, which will state the specific nature for cancellation, will be mailed to You. If cancelled for these reasons during the first 60 days, You will receive a full refund of the purchase price. If cancelled for these reasons after the first 60 days or if the Provider has paid a claim or has advised You in writing that a claim will be paid during that period, a pro-rata refund will be paid less any claims paid. All refunds for Provider cancellations will be paid within 30 days from the effective date of cancellation. If the Provider cancels the Contract, the Provider will remain liable for any claim that is reported and covered under this Contract, so long as the claim is reported by You prior to the effective date of cancellation. You are deemed to have reported a claim if You completed the first step under the How to File a Claim section. The Provider will not cancel this Contract for a substantial breach of duties by You relating to the Vehicle or its use. The Disputes Regarding Your Contract section is deleted and replaced with the following: Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. California Code of Civil Procedure § 1280, et seq., will govern and no federal, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**COLORADO:** The Provider's obligations under this Contract are insured under a contractual liability insurance policy #1001.

**CONNECTICUT:** The coverage afforded by this Contract is still available should the Contract term lapse while Your Vehicle is in the custody of repair facility for a covered repair, and the expiration date of this Contract will be automatically extended until the covered repair is complete. If the parties to this Contract cannot reach an agreement after reasonable efforts to settle a dispute, You may mail a written complaint to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816 Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Vehicle, the cost of repair, and a copy of this Contract. The Cancellation section is amended to include the following: You may cancel this Contract at any time, including if You return Your Vehicle or if Your Vehicle is sold, lost, stolen, or destroyed. The Obligations section is amended to include the following: You may file a claim with Plateau Casualty Insurance Company at the address and telephone number provided in this section should We fail to perform according to the terms of this Contract.

**DISTRICT OF COLUMBIA:** The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. A 10% penalty per month shall be added to a refund of any Contract which is cancelled within the first 60 days that is not paid or credited within 45 days after return of the Contract to the Selling Dealer. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the gross provider fee paid, whichever is less.

**FLORIDA:** The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. The Provider/Obligor/Administrator section is deleted in its entirety and replaced with the following: The Provider of this Contract is Portfolio SE, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, (833) 487-5446, Florida License number 31865. The sentence on the front page of this Contract "THIS CONTRACT IS NOT AN INSURANCE CONTRACT" and the sentence in the Obligations section "This Contract is not an insurance contract" are deleted in their entirety. The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, the cancellation fee will not exceed 10% of the unearned pro rata premium, or \$50, whichever is less. We may only cancel this Contract based on one or more of the following reasons: (a) if there has been a material misrepresentation or fraud at the time of sale of this Contract; (b) You have failed to maintain the Vehicle as described by the manufacturer; (c) the odometer has been tampered with or disabled and the contract holder has failed to repair the odometer; or (d) non-payment of the purchase price by You, in which case the Provider shall provide You notice of cancellation by certified mail. If We or the Lienholder cancel this Contract within the first 60 days, then We will refund the entire purchase price. If We cancel this Contract after the first 60 days, then We will refund to You not less than 100% of the unearned paid purchase price calculated on a pro-rata basis equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation. If the lienholder cancels this Contract after the first 60 days, then We will refund the unearned purchase price calculated on a pro-rata basis, equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee not to exceed 10% of the unearned pro rata premium or \$50, whichever is less. **The Transfer fee is \$40.** The Disputes Regarding Your Contract section is deleted and replaced with the following: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any Claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Provisions section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction,

You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. 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 court of competent jurisdiction. The arbitration action will take place in the county where You reside.

**GEORGIA:** WHAT IS NOT COVERED: 5) Pre-existing conditions known to You are not covered and/or mechanical failure that exists at the time of retail sale that are known to you; 7) any repairs to modified parts or components or any alterations made by You or with Your knowledge that cause the Unit to be out of compliance with the manufacturer's specifications. The Cancellation section is amended as follows: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. Provider Cancellation: This Contract is non-cancelable by the Provider except for fraud, material misrepresentation, or failure to pay consideration. If the Provider cancels this Contract, You will receive written notice stating the reason for and effective date of the cancellation no less than 30 days before the effective date of such cancellation. If We are entitled to a cancellation fee after the full refund period, the fee will not exceed \$50 or 10% of the unearned pro rata purchase price, whichever is less. A 10% penalty per month shall be added to any refund that is not paid or credited within 45 days from the date You cancel this Contract. The Disputes Regarding Your Contract section is deleted.

**GUAM:** The Cancellation section is amended by the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 60 days of Your return of the Contract.

**HAWAII:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable.

**IDAHO:** Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration. Claims paid or pending will not be deducted from any cancellation refund in this state.

**ILLINOIS:** The Cancellation section is amended as follows: CANCELLATION FEE: \$50 or 10% of the refund amount, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state.

**INDIANA:** Your proof of payment to the Selling Dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees the obligations of the Provider, provided such insurance was in effect at the time You purchased this Contract. This Contract is not insurance and is not subject to Indiana insurance law. The Obligations section is amended to include the following: If Your cancellation refund is not paid within 60 days of cancellation, You may request a refund from Plateau Casualty Insurance Company by calling (800) 752-8328.

**IOWA:** You may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 30 days after cancellation, then We will pay You a 10% penalty per month. If You cancel this Contract, the Provider shall mail a written notice to You within 15 days of the cancellation date. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less.

**LOUISIANA:** This Contract is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding Your Contract may be directed to the Attorney General's Office. The Cancellation section is amended to include the following: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. Such notice shall state the effective date and the reason for cancellation. Prior notice is not required if the reason for cancellation is (1) nonpayment of the provider fee, (2) a material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You.

**MAINE:** The Obligations section is amended to include the following: If the Provider fails to pay or provide a cancellation refund within 60 days of cancellation, You may file a claim directly with Plateau Casualty Insurance Company by calling (800) 752-8328. The Cancellation section is amended as follows: If You cancel this Contract within 60 days, the Provider shall refund to You or the lienholder the full provider fee and any sales tax as required pursuant to state law, less any paid or pending claims. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. The notice will state the effective date and reason for cancellation. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the provider fee paid, whichever is less.

**MARYLAND:** In addition to normal wear and tear, Breakdown also means the failure of a Covered Part to perform the function for which it was designed under normal usage provided it has received customary maintenance as outlined in this Contract. If any Covered Part is under repair or replacement at the time this Contract expires, the expiration date is extended automatically until the repair or replacement is complete. If We fail to perform Our obligations as outlined in this Contract prior to the term expiration, this Contract does not terminate, and the expiration date is extended automatically until Our obligations are completed in accordance with this Contract. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month.

**MASSACHUSETTS:** NOTICE TO YOU: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE THE VEHICLE. THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. The entity obligated to perform under this Contract, which is referred to as "We", "Us", or "Our" throughout this Contract, is the Selling Dealer listed on the first page of this Contract. Chapter 90, Section 7N.25 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

- Used vehicles with less than 40,000 miles at the time of sale: Provides coverage for 90 days or 3,750 miles, whichever occurs first.
- Used vehicles with 40,000 miles or more, but less than 80,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first.
- Used vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The Vehicle may be covered by this law; if so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. The Cancellation section is amended to include the following: If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month.

**MINNESOTA:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If the Provider cancels this Contract, a written notice of cancellation will be mailed to You at the last known address at least 15 days before the cancellation date. We will mail You a written notice at least 5 days before cancellation if Our reason for cancellation is nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You. Such notices shall state the effective date of the cancellation and the reason for cancellation. The Disputes Regarding Your Contract section is amended to include the following: Any arbitration under this Contract will take place in the state where You reside, or any other place agreed to in writing by You and Us.

**MISSISSIPPI:** The Cancellation section is deleted and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (833) 487-5447 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Vehicle. If You cancel this Contract within 60 days of the Date of Sale, a full refund



of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If You cancel this Contract after 60 days of the Date of Sale, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation, less the amount of any claims paid or pending, and less a cancellation fee not to exceed 10% of the purchase price or \$50, whichever is less. We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the purchase price; (b) a material misrepresentation made by You; or (c) a substantial breach of duties by You relating to the Vehicle or its use. If We cancel this Contract within the first 60 days, then We will refund the entire purchase price, less any paid or pending Claims. If We cancel this Contract after the first 60 days, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation. We will not charge a cancellation fee if We cancel this Contract. If cancelled by You, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by Us, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. In the event this Contract is properly transferred to an individual person purchasing Your Vehicle, this Contract may be cancelled by the new owner in accordance with this section. However, the right to cancel this Contract within the first 60 days for a full refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for non-payment of the purchase price, We will mail You notice of cancellation at least 10 days before the cancellation date. If We cancel this Contract for any reason other than non-payment of the purchase price, We will mail You notice of cancellation at least 30 days before the cancellation date. If We cancel this Service Contract, We will not charge a cancellation fee. The Disputes Regarding Your Contract section is deleted.

**MISSOURI:** The Cancellation section is amended to include the following: If this Contract is cancelled, You will receive a written confirmation of termination within 45 days of the cancellation date. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable.

**MONTANA:** If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

**NEBRASKA:** Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

**NEVADA:** If You are not satisfied with the manner in which We are handling the claim under this Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234. This Contract is non-renewable. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service hereunder. If We void this Contract for these reasons, a refund will be provided to You in accordance with the Cancellation section. The Maintenance Responsibilities section is amended to include the following: We may require that You submit proof of compliance with this section when a claim is filed, and failure to do so will result in denial of coverage. The Cancellation section is amended to include the following: If You cancel this Contract, the cancellation fee is \$25. The right to cancel this Contract within the first 60 days for a refund of the purchase price only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month that the refund and any accrued penalties remain unpaid. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date. No claim incurred or paid will be deducted from a cancellation refund due. The Transfer section is amended as follows: If You transfer this Contract, the transfer fee is \$25. The Disputes Regarding Your Contract section is amended to include the following: **IMPORTANT NOTICE ABOUT THE SERVICE CONTRACT FOR WHICH YOU HAVE APPLIED, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.** The Contract for which You have applied includes a binding arbitration contract. The arbitration contract requires that any dispute related to this Contract must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on You and the insurance company. In arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties. When You accept this Contract, You agree to resolve any dispute related to the Contract by binding arbitration instead of a trial in court, including trial by jury. Binding arbitration generally takes the place of resolving disputes by a judge and jury.

**NEW HAMPSHIRE:** In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Department of Insurance, 21 Fruit St, Concord, NH 03301, (800) 852-3416. The Cancellation section is amended as follows: The cancellation fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state. The Disputes Regarding Your Contract section is amended to include the following: This section is subject to RSA 542 and any procedure will be brought in New Hampshire.

**NEW JERSEY:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We cancel the Contract for any reason other than nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, a written notice shall be delivered to You at Your last known address at least 5 days prior to the effective date of cancellation by the Provider. Such notice shall state the effective date and the reason for the cancellation.

**NEW MEXICO:** If You have any concerns regarding the handling of a claim under this Contract, You may contact the Office of Superintendent of Insurance at (855) 427-5674. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 60 days of cancellation, then We will pay You a 10% penalty of the Contract purchase price for each 30-day period or portion thereof that the refund remains unpaid. If You cancel this Contract, and if We are entitled to charge a cancellation fee, the fee will not exceed the lesser of \$50 or 10% of the Contract purchase price. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; or (d) Your act or omission or violation of any condition of this Contract which occurred after the effective date of this Contract and substantially and materially the service required under this Contract. No cancellation of this Contract is effective until 15 days after We mail You notice of cancellation. The right to cancel this Service Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser.

**NEW YORK:** The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor is Plateau Service Company, P.O. Box 7001, Crossville, TN 38557, (888) 398-3632. The Administrator is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, (877) 705-4001. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date stating the cancellation date and reason for cancellation. The Obligations section is deleted and replaced with the following: **OBLIGATIONS:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Old Republic Insurance Company, 631 Excel Drive Suite 200, Mt. Pleasant, Pennsylvania 15666. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Old Republic Insurance Company. To do so, please call the following toll-free number for instructions: (724) 834-5000.

**NORTH CAROLINA:** Cancellation is amended as follows: We may only cancel this Contract for non-payment of the purchase price or for direct violation of the Contract by You. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the amount of the refund due, whichever is less.

**OKLAHOMA:** This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Provider/Obligor/Administrator section is amended as follows: Our service warranty association license number is 44201177. The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, then We will refund 100% of the unearned purchase price to You calculated on a pro-rata basis, equal to the amount produced using the number of days the Contract was in force prior to cancellation. If We are entitled to charge a



cancellation fee, the fee will not exceed 10% of the amount of the refund due or \$50, whichever is less. Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

**OHIO:** This Contract is not insurance and is not subject to the insurance laws of the state of Ohio.

**OREGON:** Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside, or any other place agreed to in writing by You and Us.

**SOUTH CAROLINA:** In the event of a dispute with the Provider of this Contract, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467. The Cancellation section is amended as follows: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation by the Us. Such notice shall state the effective date and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You.

**TEXAS:** The Administrator is Portfolio Services Limited, Inc., License #666. Unresolved complaints or questions concerning the regulation of service contracts (Extended Service Contracts) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. The Cancellation section is amended to include the following: The right to cancel this Contract is not transferrable to a subsequent holder of this Contract. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. If Your cancellation refund is not paid within 45 days after the Contract has been cancelled, You may request a refund from Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. If the Provider cancels the Contract, the Provider shall mail a written notice of cancellation to You at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You relating to Your Vehicle or its use. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

**UTAH:** Coverage provided 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. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The Cancellation section is amended to include the following: If We cancel this Contract, We will mail written notice of cancellation to You at least 30 before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the purchase price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. A lienholder may only cancel this Contract if You default, and the cancellation will take effect 13 days after notice of cancellation is mailed to Your last known address stating the effective date of cancellation. If this Contract is cancelled by the lienholder, then the refund method will be calculated using the same method as when cancelled by the Provider in accordance with the Cancellation section of this Contract. This Contract is non-renewable. The Disputes Regarding Your Contract section is deleted and replaced with the following: Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. 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 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 JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence. The Obligations section is amended to include the following: If We do not provide, reimburse, or pay for a service on any Claim under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Plateau Casualty Insurance Company for reimbursement, payment, or provision of the service.

**VIRGINIA:** If any promise made under 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:** In addition to the representations made by me on the first page of this Contract, by initialing the blanks below, I further represent and acknowledge that I have read and am familiar with the following aspects of this Contract.

- \_\_\_\_\_ 1. The material conditions that I must meet, including but not limited to, maintenance, to maintain Coverage under this Contract as provided in the How to File a Claim and Maintenance Responsibilities sections of this Contract.
- \_\_\_\_\_ 2. The work and parts covered under this Contract as provided in the What Is Covered section of this Contract.
- \_\_\_\_\_ 3. The time and mileage restrictions provided in the Service Contract Information section of this Contract.
- \_\_\_\_\_ 4. That the implied warranty of merchantability on the Vehicle is not waived if this Contract is received within 90 days of the purchase date of the Vehicle from a provider who also sold the Vehicle covered by this Contract.
- \_\_\_\_\_ 5. The exclusions listed in the What Is Not Covered section of this Contract.
- \_\_\_\_\_ 6. The right to return this Contract for a refund pursuant to the terms of this Contract as provided in the Cancellation section of this Contract.

The following Definitions are supplemented into this Contract:

- Administrator: Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254. The telephone number is (877) 705-4001.
- Provider Fee / Unit Purchase Price: The consideration paid by the Contract Holder for this Contract.
- Reimbursement Insurance Policy: The policy of insurance issued by Plateau Casualty Insurance Company to the Provider.
- Service Contract or Contract: This Contract, which You have purchased for the Unit identified on the first page.
- Unit: means any unit subject to registration under Chapter 46.16 RWC described on the first page that is covered under this Contract.
- We, Us, Our, and Provider: Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, who is contractually obligated to the Service Contract Holder under the terms of this Contract.
- You, Your, and Service Contract Holder: The person who is the purchaser or holder of the Contract as shown on the first page.

The Maintenance Responsibilities section is deleted and replaced with the following: **If You fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services, and Your failure results in a breakdown of the covered component, this will result in loss of Your coverage under this Contract of the covered component. Maintenance records from Your Vehicle's Date of Sale, supported by receipts indicating dates, mileage and services performed, must be kept by You or a subsequent owner of this Contract and made available to the Selling Dealer or repair facility upon request.**

The Cancellation section is deleted and replaced with the following: You may cancel this Contract at any time, including when a loss of the Unit occurs or when You sell the Unit without transferring this Contract to the purchaser. To cancel, You must submit a written request to the dealer that sold You the Unit or directly to Us. If You cancel this Contract within the first 60 days, then We will refund the entire purchase price. If You cancel this Contract after the first 60 days, then We will refund the unearned purchase price to You calculated on a pro-rata basis, and the refund will be based off the greater of the days in force or the miles driven according to the term of the plan listed and the date coverage begins, less a \$25 cancellation fee. If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. We only have 60 days from the date of the sale of the contract to You to determine whether or not the Unit qualifies for the program. After 60 days, the Unit qualifies for the issued Contract, and We may not cancel the contract and are fully obligated under the terms of the Contract sold to You. If We cancel, We shall mail a written notice of cancellation to the last known address of the holder at least 21 days prior to the cancellation stating the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract within the first 60 days, a full refund less any benefits pending or provided will be paid. If We cancel this Contract, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We cancel this Contract for any reason, We will not charge a cancellation fee. All refunds will be paid to the Lienholder, if any, otherwise to You. In the event of repossession

or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If the lienholder cancels this Contract within the first 60 days, a full refund will be paid. If the lienholder cancels this Contract after the first 60 days, a pro rata refund will be paid based off the greater of the days in force or the miles driven according to the term of the plan listed and the date coverage begins, less a cancellation fee of \$25.

The Disputes Regarding Your Contract section is deleted and replaced with the following:

#### **BINDING ARBITRATION PROVISION**

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting [www.adr.org](http://www.adr.org). The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You agree and understand that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree that any civil action relating to Your claim must be brought in the federal or state courts of competent jurisdiction within the State of Washington. The decision of the arbitrator shall be binding on You and Us and may be enforced in any court of competent jurisdiction within the State of Washington. Nothing in the Disputes Regarding Your Contract section invalidates Washington State law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. Any arbitration will be held in the county in which You maintain Your permanent residence.

The Obligations section is deleted and replaced with the following: Our performance under this Contract is insured separately by an insurance policy issued to us by Plateau Casualty Insurance Company. If repairs have not been performed or if a verified claim for reimbursement for authorized service performed by a repairer has not been paid at any time, You may contact the insurance company directly at any time. Plateau Casualty Insurance Company, Policy No. 10048-WA, 2701 N. Main Street, Crossville, Tennessee 38555, (800) 752-8328.

**WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** In situations involving subrogation, the Contract Holder will be made whole before the company may retain amounts it has recovered. The Cancellation section is amended to include the following: If You or We cancel this Contract within the first 60 days, then We will refund the entire purchase price. If You or We cancel this Contract after the first 60 days, then We will refund 100% of the unearned provider fee to You calculated on a pro-rata basis equal to the amount produced using the number of days the Contract was in force prior to cancellation. The right to cancel this Contract within the first 60 days for a refund of the entire purchase price only applies to the original purchaser and is not transferrable. If We are entitled to charge a cancellation fee, the fee will not exceed 10% of the purchase price or \$50, whichever is less. If We cancel this Contract, We will mail You a written notice of cancellation at Your last known address at least 5 days prior to the cancellation date stating the cancellation date and reason for cancellation. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. The Disputes Regarding Your Contract section is amended to include the following: Arbitration cannot be an absolute remedy and both parties must agree to arbitration.

**WYOMING:** The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Vehicle or its use, We will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the cancellation date and reason for cancellation. The Disputes Regarding Your Contract section is amended as follows: Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.