



CONTRACTNUMBER
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CONTRACT PLAN CODE
[]

SELLER CODE
[]

REGISTRATION

CONTRACT HOLDER INFORMATION

CONTRACT HOLDER NAME 1
CONTRACT HOLDER NAME 2
ADDRESS
CITY, STATE, ZIP
PHONENUMBER

CONTRACT HOLDER E-MAIL
CONTRACT HOLDER 2 E-MAIL

SELLER INFORMATION

SELLER NAME
ADDRESS
CITY, STATE, ZIP
PHONENUMBER

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)
YEAR
CONTRACT PURCHASE DATE
TERM OF CONTRACT

MAKE
MONTHS:

CURRENT ODOMETER
MODEL
CONTRACT PURCHASE PRICE
MILEAGE _

COVERAGE OPTIONS

Ultimate* Deluxe* PowertrainChoice*

DEDUCTIBLE

\$50 \$100

If NO SELECTION is made, a \$100 Deductible shall apply

SURCHARGES

Commercial Use Vehicles Lift Kit Diesel
(if box is not checked, no coverage applies)
 Maintenance Plan
(if box is checked, then must be utilized within the first 12 months starting after "**WAITING PERIOD**")

CONTRACT PERIOD

ALL PLANS REQUIRE A MANDATORY "WAITING PERIOD" BEFORE COVERAGE TAKES EFFECT. THE "WAITING PERIOD" REQUIRES THAT YOU WAIT THIRTY (30) DAYS FROM THE CONTRACT PURCHASE DATE AND ONE THOUSAND (1,000) MILES FROM THE CURRENT ODOMETER MILEAGE AS STATED ON THIS REGISTRATION PAGE. THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES WILL BE ADDED TO THE TERM OF YOUR CONTRACT. FOR ULTIMATE COVERAGE, THE COVERAGE ENDS WHEN (1) THE TERM SELECTED EXPIRES AS MEASURED FROM THE CONTRACT PURCHASE DATE OR (2) THE MILEAGE ON YOUR VEHICLE, AS MEASURED FROM ZERO (0) MILES, REACHES THE MILEAGE LIMIT FOR THE TERM SELECTED. FOR DELUXE AND POWERTRAIN COVERAGE, VEHICLE PLAN EXPIRATION IS MEASURED IN TIME/MILEAGE FROM THE CONTRACT PURCHASE DATE AND ODOMETER MILEAGE (AT PURCHASE DATE).

Administered by
Enterprise Financial Group, Inc. (EFG)
or one of its affiliated companies (see DEFINITIONS for your state specific Administrator)
P.O. Box 167667, Irving, TX 75016, (844)-548-2816

CONTRACT

- This agreement (Contract) is between the Contract Holder (named on the Registration page) and the Service Contract Provider as defined under the Definitions section of this Contract. The Seller (issuing party) is not a party to this Contract and has no obligations to You in regard to the benefits provided.
- This contract is not an insurance contract. Your benefits and Our obligation to perform under this Contract are insured by an insurance policy with American Security Insurance Company, PO Box 50355, Atlanta, Georgia 30302, (866) 306-6694. In Washington the policy of Insurance DCRI-4643-WA-1-1 is issued by American Bankers Insurance Company of Florida. In Colorado the policy of Insurance SPCL-2589-TX-1 is issued by American Security Insurance Company. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against American Security Insurance Company or as identified by Your state of residence below. For Connecticut, Florida, Iowa, Missouri, Nebraska, New Hampshire, New York, Oklahoma, South Dakota and Washington residents only: Our obligations are guaranteed by an insurance policy issued by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694. For Minnesota residents only: Our obligations are guaranteed by an insurance policy issued by American Reliable Insurance Company, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694.
- The purchase of this Contract is not required for You to purchase or obtain financing for this Vehicle and is subject to verification.
***WASHINGTON RESIDENTS MUST INITIAL WHERE INDICATED IN THE STATE REQUIREMENTS AND DISCLOSURES.

DEFINITIONS

- **Commercial Use Vehicle** means Vehicles used for business, deliveries, construction, or commercial hauling.
- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the "Contract Holder Information" section on the Registration page or a valid transferee.
- **Covered Part** means an item listed as a Covered Part, based on the coverage You selected, as prescribed in the section titled "Covered Parts".
- **Covered Breakdown, Breakdown, or Mechanical Breakdown** means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including normal wear and tear.
- **Insurance Policy and Reimbursement Insurance Policy** means a policy of insurance issued to the Service Contract Provider by an insurance company as stated in the "Contract" section above.
- **Lien Holder, Finance Company, and Funding Company** means the entity that funded this Contract to Us on Your behalf. The same entity retains rights to any refund due until such time You have completed repayment of Your payment plan or installment agreement.
- **Lubricated Part** means a part that requires lubrication to perform its function.
- **Motor Vehicle and Vehicle** means the Vehicle identified by the Vehicle Identification Number (VIN) listed on the Registration page of this Contract.
- **Seller and Issuing Party** means the entity where You purchased Your Contract.
- **Service Contract and Contract** means this Service Contract for the Vehicle described on the Registration page.
- **Service Contract Provider, We, Us, and Our (Administrator / Obligor)** means Enterprise Financial Group, Inc. (EFG), [P.O.Box 167667, Irving, TX 75016, 1-844-548-2816, www.efgcompanies.com.
For Delaware and Washington residents only: We Us and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.
For Florida residents only: We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), P.O. Box 167667, Irving, TX 75016, 1-844-548-2816. Florida License #: 60102.
For Louisiana and South Carolina residents only: We, Us and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-844-548-2816.
For Texas residents only: We, Us, and Our (The Service Contract Provider) means Enterprise Financial Group, Inc. (EFG), P.O.Box 167667, Irving, TX 75016, 1-844-548-2816. Texas License No. 351.

OUR OBLIGATIONS

If a Covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, subject to this Contract's terms and conditions, We will:

- **Pay You or the repairer, for reasonable costs of repair or replacement of the Covered Part(s) and associated labor as required for the completion of the repair or replacement of those parts, which caused the Mechanical Breakdown. Allowed labor times will be verified by nationally recognized third-party sources. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. If remanufactured, aftermarket or used parts are not available, then Administrator will source new OEM parts.**
- **Reimburse You for a rental car at the rate of up to thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) (five (5) days) per Mechanical Breakdown. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency. No deductible will apply to this benefit. Maximum rental days include delays associated with Administrator required inspections or the shipment of parts.**
- **Reimburse You for lodging and meal expenses actually incurred by You if the covered repairs are completed more than one hundred (100) miles from Your primary residence and You are stranded overnight. The limit on this reimbursement is seventy-five dollars (\$75) per day for up to three (3) days and a maximum of two hundred twenty-five dollars (\$225) per Breakdown.**

YOUR OBLIGATIONS

- **At the time of purchase of this contract, You must provide verifiable service/purchase receipts which show that an oil change has been performed within three (3) months prior to Contract Purchase Date.**
- **You must follow the maintenance schedules in accordance with Your Vehicle's manufacturer recommendations. If applicable, replace the engine timing belt at the intervals specified by the Vehicle manufacturer. You must keep and make available verifiable service/ purchase receipts (indicating dates, mileage, and a description of Your Vehicle) which show that this maintenance has been performed within the time and mileage limits required. We will not reimburse for repair costs or expenses if You cannot provide accurate records proving that You have maintained the failed Covered Part.**
- **Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract.**
- **You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A one-hundred-dollar (\$100) deductible per repair visit will apply unless the fifty dollar (\$50) deductible option box has been marked and paid on the Registration page.**
- **You are responsible for authorizing any tear-down or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a Covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.**

OTHER IMPORTANT CONTRACT PROVISIONS

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any one (1) claim or Breakdown related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Automobile Dealers Association (NADA) standards at time of claim.

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. You also agree to cooperate and help us in any other matter concerning this Contract.

This Contract will terminate when our aggregate total limit of liability is reached, You sell Your Vehicle unless transferred as provided in the Transfer Section, or when this Contract is cancelled as outlined in the cancellation section. When Your Vehicle's odometer reaches 125,000 miles, Our max claim limit per occurrence will be reduced to a maximum of \$1,000. In no event will We pay more than \$1,000 for any occurrence after Your Vehicle's odometer reaches 125,000 miles.

ARBITRATION. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.

Should any controversy or claim arising out of or relating to this contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the "claimant") must notify the other party (the "respondent"), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the consumer contract with the business. The claimant must also send the appropriate administrative

fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to AAA on behalf of both parties. Nothing in this provision limits the arbitrator's power to award the arbitration fees and costs to either party as part of the award. **THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.**

GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS. Severability. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

FOR A MECHANICAL BREAKDOWN OR MAINTENANCE ITEM, YOU MUST CALL 1-844-548-2816

If You have a Mechanical Breakdown or Maintenance Item, You must follow this procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle and call for roadside assistance to have the Vehicle towed. Any operation of the Vehicle that results in further damage related to the original Mechanical Breakdown or Failure shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
- (2) For your convenience, you can click on the QR code below or visit StartYourRepair.com to find a repair facility near you that is vetted for quality, customer experience, and reasonable rates. Once you choose your repair facility, you can book an appointment online in three easy steps. Or, you can take Your Vehicle to any licensed repair facility of Your choice and have the repair facility contact Us at 1-844-548-2816 for instructions before ANY repairs are made.



- (3) The Administrator reserves the right to inspect Your Vehicle prior to issuing any authorization to the Repair Facility. In the event that the Administrator determines the Repair Facility is unable to perform a proper diagnosis or repair Your Vehicle, or there is a dispute between the Administrator and the Repair Facility, the Administrator reserves the right to move Your Vehicle to a repair facility of the Administrator's choice.
- (4) Prior to proceeding with repairs or Maintenance Items, ensure the Repair Facility has been provided an authorization number for the covered repairs by the Administrator. Repairs performed without prior approval will not be honored (except for Emergency Repairs as described within).
- (5) If You paid for maintenance items at the Repair Facility, secure a "paid" invoice with pre-printed facility information and mail invoice, and copy of Your Registration page within thirty (30) days of service to: Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, Attention Accounting.
- (6) Furnish Us or the repair facility with such reasonable information that We may require. This includes receipts for car rental charges, lodging, meals, and signed service receipts (indicating dates, mileage, and a description of Your Vehicle) as required by this Contract.

- (7) For simple repairs needed when the Administrator or Service Contract Provider is not available for prior authorization, please use the following procedure: Emergency Repairs: Refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions or wait period in effect that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed three hundred and fifty dollars (\$350), that is determined to be a Covered Part, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds three hundred and fifty dollars (\$350), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (Utah & Washington Residents see "Special State Requirements and Disclosures" for additional clarifying language)

COVERED PARTS

The following is a list of Covered Parts as determined by the coverage You selected, as indicated on Your Service Contract. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are NOT Covered Parts.

ULTIMATE COVERAGE

Repairs on all assemblies and parts are Covered on Your Vehicle; including eligible Electric Vehicles (EV) and Hybrid Vehicles with the exception of the following list of WHAT IS NOT COVERED, and the items listed under the Exclusions section:

Paint, carpet, bright metal, trim, sheet metal, bumpers, body panels, glass, physical damage, molding, upholstery, lenses, sealed beams, light bulbs, head lamps, tail lamps, high mount stop lamps, L.E.D. light assemblies, fuses, circuit breakers, remote control consoles, radar detection devices, weather-strips, all exhaust components, the following emission components: purge valve/ solenoids, vacuum canister, vapor return canister, vapor return lines/valves, air pump/lines/valves, emission vapor sensors; gas cap/ filler neck, catalytic converter, battery, battery cables/harness, spark plugs, spark plug wires, fan belts, accessory drive belts, flexible hoses, distributor cap and rotor, shock absorbers, manual/hydraulic clutch assembly, friction clutch disc and pressure plate, weather strips, trim, outside ornamentation, frame and structural body parts, vinyl and convertible tops, canvas top, any convertible top assemblies, fabric top, fiberglass top, hardware or linkages, tires, wheel/rims, wheel balances, safety restraint systems (including air bags), air and water leaks, wind noise, squeaks, rattles, all maintenance services including alignments, brake pads and shoes, brake rotors and drums, tune ups, coolants, lubricants; and hazardous waste fees. Odometers exceeding 100,000 miles convert to Powertrain Choice coverage.

DELUXE COVERAGE

DELUXE PROTECTION is limited to the parts listed below:

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; harmonic balancer and bolt; timing cover; idler pulley; intake manifold; exhaust manifold; valve covers; oil pan; engine mounts; belt tensioners; cam gear bolt; and timing gear, chain and belt; head bolts. **Engine block and cylinder heads are only Covered when damaged by a Covered internally Lubricated Part.**

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate; actuator bearing; bushing and all other internal parts. **Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.**

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; transmission mounts; transmission cooler; transmission oil pan; transmission control module (TCM) and vacuum modulator. **Transmission case is only covered when damaged by a Covered internally Lubricated Part.**

TRANSFER CASE: Transfer case and all internally Lubricated Parts. 4x4 Actuator; **Transfer case is only Covered when damaged by Covered internally Lubricated Parts.**

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts. Drive axle housing is only covered if damaged by a Covered internally Lubricated Part. Drive shafts; universal joints; locking 4X4 hubs; center support/carrier bearings; differential cover and constant velocity joints **unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. Constant velocity joint boots are not Covered.**

AC / HEATING: (Includes only factory or dealer installed equipment); condenser; condenser fan; condenser fan motor; compressor; compressor clutch; compressor drive motor; evaporator; compressor pulley; accumulator; drier; expansion valve; idler pulley; driver operated A/C controls; electronic A/C control module; heater core; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING: Water pump and housing; radiator; cooling fan; cooling fan motor; fan clutch; and coolant recovery tank.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; fuel injectors; fuel tank; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge; idle air control (IAC) valve and motor; engine control module (ECM); and fuel injection sensors.

BRAKE: Master cylinder; power brake cylinder; vacuum assist booster; calipers; wheel cylinders; compensating valve; anti-lock brake system (ABS); modulating valve; crash avoidance system; hydraulic lines and fittings; and parking brake actuator.

ELECTRICAL: Alternator; ignition coil; horns; distributor (**does not include cap & rotor**); starter motor; starter solenoid; starter drive; cruise control systems; adaptive cruise control systems; Ignition lock cylinder; windshield wiper motors; windshield wiper linkage; windshield washer pump; power seat motor; power window motors; regulators; power door locks and actuators; power antenna motor; power trunk release; wiring harness; and driver information gauges (**excludes burned out light bulbs**); brake light switch; all manually operated switches.

SUSPENSION: Upper and lower control arm shafts, bearings and bushings; electronic stability control system; traction control system; wheel bearings; spindles; ball joints; king pins and bushings; radius arm and bushings; stabilizer bar; arm; links and bushings; torsion bars; coil springs; leaf springs; suspension level control compressor; and wheel hub assembly.

STEERING: Steering gear box/rack and all internally Lubricated Parts; power steering pump; electric steering motor; tire pressure monitoring system; pitman arm; idler arm; tie rod ends; drag link; and steering column shaft and column couplings.

COMFORT PACKAGE (manufacturer installed only): keyless entry system; push button starting system; manufacturer installed communication systems; GPS; factory installed navigation system; and entertainment systems including factory installed DVD and MP3 players; night vision systems and displays and lane departure warning systems.

ELECTRIC VEHICLE (EV) AND HYBRID VEHICLES: If Your Vehicle is an EV or Hybrid Vehicle, the following list of additional Covered Parts are also included in this Coverage: control systems; cooling systems; motor/generator/traction motor and all internally Lubricated Parts; on board charger; on board charger connector; on board trickle charger cable; power invertors and regenerative braking systems components.

SEALS and GASKETS: Leaking seals and gaskets on any Covered Part listed above. **Minor loss of fluid or seepage is considered normal and is not considered a Mechanical Breakdown.**

Odometers exceeding 120,000 miles convert to Powertrain Choice coverage.

POWERTRAIN CHOICE COVERAGE

The following parts are covered if the CHOICE coverage is selected in the "Coverage Options" section of the Registration Page.

ENGINE: Cylinder block and cylinder heads and all internally Lubricated Parts; harmonic balancer; timing gear, chain and belt. Engine block and cylinder heads **are only Covered when damaged by a Covered internally Lubricated Part.**

TURBOCHARGER/SUPERCHARGER (Factory Installed Only): Turbocharger/Supercharger housing; turbo boost valve; turbo waste gate, actuator bearing, bushing and all other internal parts. **Turbocharger/Supercharger housing are only covered if damaged by a covered internally lubricated part.**

TRANSMISSION: Transmission case and all internally Lubricated Parts; torque converter; flywheel/flex plate; and vacuum modulator. **Transmission case is only covered when damaged by a Covered internally Lubricated Part.**

TRANSFER CASE: Transfer case and all internally Lubricated Parts. Transfer case is **only Covered when damaged by Covered internally Lubricated Parts.**

DRIVE AXLE(S): Drive axle housing and all internally Lubricated Parts. Drive shafts; universal joints; locking 4X4 hubs; constant velocity joints unless failure was caused by neglected, torn, cracked, or perforated constant velocity joint boot. **Constant velocity joint boots are not Covered under any circumstances. Drive axle housing is only covered if damaged by a Covered internally Lubricated Part.**

AC / HEATING (Includes only factory or dealer installed equipment): compressor; compressor clutch and coil; condenser; condenser fan; condenser fan motor; evaporator; accumulator; drier; expansion valve; blower motor; orifice tube; high/low cut off switch; and pressure cycling switch.

COOLING SYSTEM: water pump; radiator; coolant recovery tank; cooling fan; cooling fan motor; cooling fan clutch.

FUEL SYSTEM: Fuel delivery pump; fuel injection pump; metal fuel lines; fuel pressure regulator; fuel sending unit; fuel gauge.

ELECTRICAL: Alternator; starter motor; starter solenoid; starter drive; windshield wiper motors; windshield washer pump; power window motors; window regulators; power door locks and actuators; power antenna motor; power window switch; power lock switch; turn signal switch; windshield wiper switch; windshield washer switch; brake light switch; power trunk release switch.

SEALS and GASKETS: Seals and gaskets are covered only as part of repair or replacement of the above covered parts. Leaking seals and gaskets are not covered parts.

MAINTENANCE PLAN

If the Maintenance Plan Surcharge box was selected on the Registration page of this Contract, the following items are covered for the dollar amount and frequency amount as stated:

BRAKE PAD COVERAGE: Covers the replacement of one (1) set of brake pads up to \$115.

BATTERY COVERAGE: Covers the replacement of one (1) battery up to \$120.

OIL CHANGE SERVICE: Covers two (2) engine oil and oil filter services up to \$40 per service.

ENGINE DIAGNOSTICS COVERAGE: Covers one (1) computer engine diagnostics check, up to \$60.

FLUID COVERAGE: Covers one (1) service of cooling system drain/refill, pressure check, inspection of hoses, belts and clamps, up to \$60.

EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Contract. Normal maintenance items beyond those that are covered in section Maintenance Plan/repairs such as engine tune-ups and wheel or suspension alignments are not covered. Adjustments/Alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:

- Repairs and/or replacements of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Agreement.
- A Breakdown that is reasonably determined to have existed prior to the Contract purchase date or the date Coverage takes effect.
- A Breakdown if the information provided by You, or the Repair Facility, cannot be verified as accurate or is found to be deceptively inaccurate.
- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by failure to replace seals and gaskets in a timely manner.
- A Breakdown caused by or for damages resulting from overheating regardless of cause.
- Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown.

- A Breakdown of a Covered Part damaged by a non-Covered Part, or of a non-Covered Part damaged by a Covered Part.
- In the event a non-Covered Part is required to be replaced due to the replacement of a Covered Part that has failed, and the non-Covered Part has not failed, the non-Covered Part is not covered under this Contract.
- A Breakdown resulting from engine sludge, carbon, pre-ignition, detonation, varnish, rust or corrosion (This provision does not apply for residents of Minnesota), foreign objects, dirt, dust, liquid, cracked rubber/neoprene parts, dry rot, road chemicals, abuse or alteration.
- Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.
- A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- A gradual loss of performance which has resulted from normal operation and use (due to mileage and/or age) such as, but not limited to: valve guides, valves, piston rings, transmission clutch pack, discs and bands, unless worn beyond manufacturer tolerances. Fastening hardware (external nuts, bolts, springs, brackets etc.), exhaust system, injector cleaning, shop supplies, waste or disposal fees, any other miscellaneous shop charges.
- Modified vehicles are not eligible for coverage unless the modification(s) were recommended and approved by the manufacturer (Georgia and Nevada residents see Special State Requirements).
- A Breakdown caused by off-roading, misuse, abuse, racing or any form of competition.
- Certain vehicles outlined on the Administrator's or Service Contract Provider's guidelines with the Seller are ineligible. This includes, but is not limited to: exotic vehicles, grey market vehicles, incomplete chassis, salvage or branded title vehicles, total loss vehicles, police, postal, taxi, and emergency vehicles, rental vehicles, tow vehicles, vehicles equipped with a snow plow, lifted vehicles, vehicles equipped with a flat bed, Canadian vehicles, Commercial, Uber and Lyft vehicles (unless a surcharge was selected on in the surcharge section of the Registration page) and vehicles greater than 1 ton. Salvage, Branded or Total Loss Vehicles as defined herein. Any Vehicle that has ever been issued a "salvage" or "branded" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by any insurer or financial institution, such as a payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the Vehicle is specifically excluded from coverage under this Contract.
- Vehicles used for business, deliveries, construction, or commercial hauling (unless the Commercial Use Vehicle box has been marked and paid on the Registration Page).
- A Breakdown caused by collision, fire, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood, other acts of nature, or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, storage charges, freight or other incidental or consequential damages or loss that results from a Breakdown.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator or Service Contract Provider approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost covered by a repairer's or supplier's guarantee, or any cost which would be covered by a manufacturer's warranty, or that the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins, whether or not the manufacturer remains a viable entity.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the manufacturer remains a viable entity.
- A Breakdown not occurring in the United States or Canada.
- Any mechanical problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (This does not apply for residents of Arizona and Georgia. See the "Special State Requirements and Disclosures" section.)
- We shall not be responsible for any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

ROADSIDE COVERAGE

You will be protected by ROADSIDE ASSISTANCE for the full term of this Contract. Emergency Roadside Assistance is available on a "Sign & Drive" basis 24 hours a day, 365 days a year anywhere in the United States, and Canada. Roadside benefits include: Towing, Jump Starts, Tire Changes (with Your inflated spare), Vehicle Fluid Delivery, Lockout Assistance, and Concierge Service (emergency phone call support & assistance). You are responsible for the cost of any Vehicle Fluids and Key Cutting/Replacement. For Roadside Assistance You must call 1-866-245-3784. ONLY ROAD SERVICES PROVIDED THROUGH THIS NUMBER WILL BE HONORED. "Sign & Drive" provided benefits mean You incur no out-of-pocket expense up to a maximum benefit of \$100 per incident and a maximum of three (3) incidents per any given twelve (12) month period during the term. Service fees exceeding this maximum benefit are the responsibility of the Contract Holder. Roadside services administered by Pinnacle Motor Club Inc, 3129 Bass Pro Dr., Grapevine, TX 76051.

ROAD HAZARD COVERAGE APPLIES FOR ULTIMATE AND DELUXE COVERAGE ONLY (TIRE ONLY)– If You Have a Road Hazard, You Must Call 1-844-548-2816

If you have a Road Hazard as defined below, You will be reimbursed the cost to repair or, if non-repairable, the cost to replace a damaged tire(s) on Your Vehicle if damage is caused by a Road Hazard on a public roadway. Road Hazard is defined as objects and road conditions such as potholes, rocks, wood debris metal parts, plastic or composite scraps or any item causing tire damage other than wear and tear and those conditions excluded below. Prior notification of repair is required; You must call 1-844-548-2816 for a tracking number prior to any tire(s) repair or replacement.

For Tire Repair, You will be reimbursed **up to twenty dollars (\$20) per occurrence for the full charges incurred for the repair.**

For Tire Replacement, You will be reimbursed for a replacement tire(s) should the tire(s) become non-repairable due to impact breaks snags, punctures or other road hazards. You must have more than 3/32" tread depth remaining to be eligible for reimbursement. **You will be reimbursed for up to one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate per Contract term of four hundred dollars (\$400).**

Non-covered expenses include:

- Tires that have 3/32" or less tread depth remaining.
- Repair or replacement covered by the manufacturer or other warranty or customer's primary insurance coverage.
- Replacement exceeding the manufacturer's vehicle specification, or when the manufacturer, by public announcement or recall, established its responsibilities to replacement for any manufacturer's defect.
- Damage caused by negligence, abuse, misuse, collision, manufacturer's defects, curb impact, valve or rim leaks, improper installation, dry rot in either sidewall or tread, tire chains, racing or off-road use, vandalism, malicious mischief, chain damage, fire or theft.
- Failure occurring from operating on any surface other than federal, state, county, city or municipality paved roads or highways.
- Vehicles used for shuttle, towing/wrecker service, dumping, lifting or hoisting, or off-road activity.
- Vehicles used for racing, rentals, dealer loaners, limousine, taxi, police car or other emergency vehicle.
- Vehicles registered and/or otherwise normally operated outside the continental United States of America, Alaska, Hawaii and Canada.
- Tire(s) and/or wheels that do not meet the manufacturers recommendations specific to Your Vehicle.
- Misuse occasioned from driving on tire(s) that are over inflated, under inflated or flat.
- Replacement of tire(s) without prior notification.

Prior notification is required before any tire repair or tire replacement can be made. For Tire coverage, YOU must call 1-844-548- 2816 for a Tracking number. Within thirty (30) days of the covered incident, the following documentation must be mailed to the address listed below:

- A) Copy of this Service Contract
- B) Copy of tire repair invoice (if applicable)
- C) Copy of the tire replacement invoice including:
 - 1) tread depth of the damaged tire
 - 2) detailed description and cause of tire damage
 - 3) any other information reasonably requested

Required documents must be mailed to: P.O. Box 167667, Irving, TX 75016. The Administrator reserves the right to inspect all damaged tires.

HOW THIS CONTRACT MAYBE TRANSFERRED

This Contract is subject to transfer, reassignment or sale. It is Your responsibility to notify Us in the event this Contract has been transferred to a subsequent owner stating the name, address and telephone number of the purchaser.

This provision is only available if You are the original Contract purchaser. Your rights and duties under this Contract may only be assigned if You sell Your Vehicle directly to another individual (excluding dealer trade-ins) and We receive Your written notification, as noted above, within thirty (30) days from the date of sale to the subsequent owner and upon payment to Us of a twenty-five dollar (\$25) transfer fee, unless contrary to state law, insurance subrogation is waived by all parties (For Florida residents only, the transfer fee is forty dollars (\$40)). Contracts purchased on a payment plan must be paid in full or payment obligations assigned to new Vehicle owner prior to transfer. Confirmation of the transfer acceptance by Us is required before coverage for the new owner is effective.

The coverage provided by this Contract cannot be renewed. This Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners.

HOW THIS CONTRACT MAYBE CANCELLED INCLUDING REFUNDS AND CHARGES

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS AND DISCLOSURES as a cancellation addendum may be provided. An addendum is not provided for all states.

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown or maintenance as identified under the Maintenance Plan of this agreement if:

- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date. (This provision does not apply to Nevada or Utah residents. See Your state specific cancellation language.)
- Your Vehicle meets any of the conditions listed in the "Exclusions" section as outlined above. (This provision does not apply to Nevada residents. See Nevada specific cancellation language.)

Failure to make monthly payments in a timely manner may result in cancellation of this Contract and no refund will be due. If this Contract was financed or purchased on a payment plan (by a funding company) the Finance Company or Funding Company shall be entitled to any refunds resulting from cancellation of this Contract for repossession of Your Vehicle, total loss of Your Vehicle or failure to make monthly payments in a timely manner, or early cancellation prior to balance being paid in full.

You may cancel this Contract by providing written notice of Your intention to cancel, addressed to either the Seller or Us. The Seller is required to facilitate any refund due You. If this Contract is cancelled within the first thirty (30) days after the Purchase Date, You are entitled to a full refund if You have not filed a claim against the Contract. If this Contract is cancelled more than thirty (30) days after the Purchase Date We will keep a prorated amount of the Contract price based on the greater of days in force or miles driven compared to the total time and mileage of Your contract term, less claims paid, plus a cancellation fee, if applicable. Any refund shall be paid to the Finance Company on Your behalf, and the refund may be deducted from Your balance owed, unless Your financing contract has been paid in full.

Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure a prompt refund, if due, is provided. We reserve the right to deduct claims, where state law allows.

CANCELLATION FEE: The cancellation fee is seventy-five dollars (\$75), unless otherwise specified in the section captioned "STATE REQUIREMENTS AND DISCLOSURES."

EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies please visit Our website at <http://www.efgcompanies.com/privacy> or contact Us at 1-800-527-1984.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. The cancellation fee is \$25.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. Claims paid will not be deducted from Your cancellation refund amount.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is deleted and replaced with "The cancellation fee is twenty-five dollars (\$25).

ADDITIONAL DISCLOSURES: This Vehicle Service Contract will be governed under the laws of the State of Alabama. The arbitration shall be held in the county in which the contract holder lives and in the state of Alabama.

ALASKA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract for the following reasons: (1) Your nonpayment of the purchase price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the service contract or pursuing a claim under the service contract; (4) discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Contract; (5) physical changes in the Covered Vehicle that result in the Vehicle becoming ineligible for coverage under the Contract; or (6) a substantial breach of duties by You related to the covered motor vehicle. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: A ten percent (10%) per month penalty, based on the provider fee, shall be added to any refund owed that is not paid within 45 days.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 7.5 percent (7.5%) of the unearned pro-rata provider fee, whichever is less."

ARIZONA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: This Contract cannot be canceled or voided by EFG or its representatives for the following reasons including, but not limited to: (1) pre-existing conditions known by EFG or the Vehicle Seller at the time the Contract was purchased; (2) prior use or unlawful acts relating to the product; (3) misrepresentation by either EFG and/or Seller; (4) ineligibility for the program, including grey market Vehicles; (5) acts or omission of the Motor Vehicle dealer, its assignees or subcontractors; and (6) failure of the Motor Vehicle dealer, its assignees or subcontractors to provide correct information or their failure to perform the services or repairs promised in a timely, competent, and workmanlike manner. We will not exclude pre-existing conditions if those conditions were known or should have been known by the service company or the person selling the service contract on the service contract's behalf.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: For a cancellation after the first thirty (30) days from the date of purchase or after a claim has been made, the refund shall be a pro rata amount of the Purchase Price based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term, after the cost of claims paid, if any.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: 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 Ave., Suite 261, Phoenix, AZ 85007- 2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. 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 Protection Division of the A.D.I.F.I. at 602-364-2499.

ARKANSAS

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: Claims paid will not be deducted from Your cancellation refund amount.

CONNECTICUT

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: You have the right to cancel this Service Contract if Your Vehicle is returned, sold, lost, destroyed, or stolen.

ADDITIONAL DISCLOSURE: In-home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies §42-260-3. We are required to make all reasonable efforts with You to resolve disputes regarding this Agreement. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

DISTRICT OF COLUMBIA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation or a substantial breach of duties by You relating to the covered Vehicle or its use. The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel this Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

FLORIDA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If this Contract is cancelled by Us, the return of premium must not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The lien holder will be named on the refund check when financing has been provided for the Service Contract premium. We may not cancel this Contract after it has been effect for sixty (60) days except for Your material misrepresentation or fraud in purchasing this Contract, Your failure to maintain the vehicle as required by this Contract, Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it fixed and the mileage certified within thirty (30) days of the failure date, or for Your nonpayment of the monthly payment. If we cancel this Contract for Your nonpayment of the monthly payment, we will send you a notice of cancellation at Your last known address by certified mail.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Effective Date, the entire premium will be refunded and less an acquisition charge up to five percent (5%) of the gross premium paid. If cancellation is requested after the first sixty (60) days, the refund

will be based upon the lesser of months or mileage remaining, relative to the original agreement, and calculated on a pro rata basis. Return of premium will not be less than ninety percent (90%) of the paid unearned pro rata premium.

The language "CANCELLATION FEE" is deleted in its entirety.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract for fraud or material misrepresentation or for non-payment. We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least thirty days prior to cancellation. The Lien Holder may only cancel Your Contract for repossession of Your Vehicle or if there is a total loss of Your Vehicle.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel the contract within 30 days of the contract purchase date and no claims have been filed, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after we receive the cancellation request.

The third (3rd) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the following language: "if You have not filed a claim against the Contract" and to be replaced by "less claims paid." The fourth (4th) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the phrase "or after a claim has been filed" is deleted.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: The waiting period will not exceed 30 days and 1000 miles which will be added to the term of the Contract. The "Exclusions & Limitations" section is modified to the following: A Breakdown caused by or involving modifications to Your Vehicle made by You or with Your knowledge that are not performed or recommended by the manufacturer. Exclusion #20 is modified to read: any pre-existing condition known to You. The term "sludge" is replaced with "gelled or solidified motor oil". Exclusion #3 is modified to read: A Breakdown if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate. This Vehicle Service Contract will be governed under the laws of the State of Georgia. The arbitration section of this Contract does not apply to Georgia residents.

HAWAII

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the contract holder relating to the Vehicle or its use.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to you within forty-five (45) days.

IDAHO

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Coverage afforded under this Vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less." Claims paid will not be deducted from your refund.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract Provider reimbursement

insurance company. This Service Contract does cover failure resulting from normal Wear and Tear except for as otherwise expressly excluded herein.

INDIANA

ADDITIONAL DISCLOSURES: Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. This Contract excludes coverage for any pre-existing condition known to You. The Arbitration language found in the Other important Contract Provisions section of this contract does not apply. Arbitration will be held in accordance with Indiana Code 34-57-1. This service contract is not insurance and is not subject to Indiana insurance law.

IOWA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail You a written notice of termination to Your last known address in Our records at least fifteen (15) days prior to the date of termination stating the reason for and effective date of cancellation, unless the reason for cancellation is for nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider, or a substantial breach of duties by the service contract holder relating to the covered product or its use.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) of the total price shall be added each month to any refund not paid to You within thirty (30) days.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: This Contract is subject to rules administered by the Iowa Insurance Division at 1-515-654-6600. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division is 1963 Bell Ave., Ste 100, Des Moines, IA 50315-1000. If You make a direct claim against the insurance company include a copy of Your Service Contract and Your paid repair order. This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537. Obligations of the Contract Service Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any refund or claim within sixty (60) days after proof of loss or notice of cancellation has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company.

LOUISIANA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to your last known address at least fifteen (15) days prior to cancellation, unless cancellation is for nonpayment, material misrepresentation, or a substantial breach of duties by the Contract Holder relating to the Covered Vehicle or its use.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If you cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. In calculating any refund, no deduction will be made for any claims that have been paid under the Contract.

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

MAINE

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by Us. The notice will state the effective date of the cancellation and the reason for cancellation.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel this Contract, any sales tax refund required pursuant to state law will be included in any refund to You.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: If We fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Contract purchase price, within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurance company listed in the CONTRACT section of this Service Contract.

MARYLAND

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is cancelled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month, based on the value of the consideration paid, shall be added to any refund not paid to You within the consideration period. The Contract holder shall be entitled to contact the insurer if a refund is not paid within 60 days after proof of cancellation is filed with Obligor.

ADDITIONAL DISCLOSURES: In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company. The term of this Service Contract is extended automatically when We fail to perform the services under the Service Contract. This Service Contract does not terminate until the services are provided in accordance with the terms of the Service Contract. If the Contract Holder or Provider breach any duties under this subtitle, the Contract Holder may file in any court of competent jurisdiction. The arbitration provision stated under the "Arbitration" section of this Contract is amended to read, "THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE MARYLAND." This Vehicle Service Contract will be governed under the laws of the State of Maryland. The cost of tear down and diagnostics are included with loss covered by this Contract. According to Maryland Transportation Article §15.311.2 (a) (3)

(i) (1) The failure of covered components due to wear and tear is covered for all covered parts.

MINNESOTA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use, in which case the notice will be mailed at least five (5) days prior to cancellation.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days.

ADDITIONAL DISCLOSURES: (1) If the used Motor Vehicle has less than thirty-six thousand (36,000) miles, the warranty must remain in effect for at least sixty (60) days or two thousand, five hundred (2,500) miles, whichever comes first. (2) If the used Motor Vehicle has thirty-six thousand (36,000) miles or more but less than seventy-five thousand (75,000) miles, the warranty must remain in effect for at least thirty (30) days or one thousand (1,000) miles, whichever comes first. All coverage provided for Your Vehicle under this Motor Vehicle Service Contract shall exclude coverage currently in force under any express warranty providing the same Vehicle coverage as outlined above.

MISSISSIPPI

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: Cancellation by the Service Contract Provider shall only occur in instances of nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the Service Contract Provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. After the first thirty (30) days, if We cancel for reasons other than nonpayment, You will receive a pro rata refund of the Contract purchase price, less the amount of any claims paid.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the vehicle service contract to the Service Contract Provider.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: For claims authorization and approvals call 1-877-491-4854, during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact 1-877-491-4854 and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG) P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, www.efgcompanies.com for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed. The Arbitration

provisions stated under the "OTHER IMPORTANT CONTRACT PROVISIONS" section of this Contract does not apply to Mississippi residents. This contract is not provided or supported by a manufacturer or distributor.

MISSOURI

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of termination.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Provider.

The third (3rd) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the following language: "if You have not filed a claim against the Contract" and to be replaced by "less claims paid." The fourth (4th) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the phrase "or after a claim has been filed" is deleted.

ADDITIONAL DISCLOSURES: In the event that this Contract is not financed, any refund issued as a result of cancellation of this Contract should be sent to You directly.

MONTANA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the contract holder relating to the vehicle or its use.

NEBRASKA

ADDITIONAL DISCLOSURES: The obligations of the Obligor to You are guaranteed under a Reimbursement Insurance Policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694.

Nebraska residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract.

NEVADA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. No cancellation fee will be charged to the Contract Holder if this Contract is canceled by Us. Claims paid will not be deducted from Your cancellation refund amount. We may not cancel this Contract if it has been in effect for seventy (70) days before the earlier of the expiration date of the Contract term or one (1) year after the effective date, whichever occurs first, except for the following reasons: (1) Your nonpayment of the Contract Price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially and materially increases the hazards covered by this Contract; or (5) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty, based on the purchase price, per 30-day period or portion thereof shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Contract Service Provider. Claims paid will not be deducted from Your cancellation refund amount.

The sentence within the section captioned "CANCELLATION FEE:" is deleted and replaced as follows: The cancellation fee is \$25.00,
OE HEVSC

but no cancellation fee will apply if We cancel this Contract.

ADDITIONAL DISCLOSURES: In the event of a dispute with the provider of the Contract Service Provider, the Contract Holder may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234. Nevada residents are not required to resolve disputes by way of arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "Arbitration" section of this Contract. This Vehicle Service Contract will be governed under the laws of the State of Nevada.

NEW HAMPSHIRE

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: Your benefits and the Seller's obligation to perform under this Contract are insured by an insurance policy with American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The Arbitration provisions stated under the "Other Important Contract Provisions" section of this Contract does not apply to New Hampshire residents.

NEW JERSEY

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the contract holder relating to the vehicle or its use. The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: A ten percent (10%) penalty, based on the purchase price, per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

NEW MEXICO

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, cancellation is not effective under after We mail You a notice of cancellation. If Your Contract has been in effect for more than seventy (70) days, We may only cancel before the expiration of this Contract or before one year after the effective date for (a) failure by You to pay an amount when due; (b) conviction of a crime that results in an increase in the service required under the Contract; discovery of fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service thereunder; or (d) discovery of either of the following if it occurred after the effective date of the Contract and substantially and materially increased the service required under the Contract (i) an act or omission by You; (ii) Your violation of any condition of this Contract. If We cancel this Contract, notice of such cancellation will be delivered to You by mail fifteen (15) days prior to cancellation.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty, based on the purchase price, per 30-day period or portion thereof shall be added to a refund that is not paid within sixty (60) days for return of the Contract to the Contract Service Provider.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

NEW YORK

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the contract holder relating to the vehicle or its use.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If You cancel this Contract within the first thirty (30) days and no claims have been paid, a penalty of ten

percent (10%) per month shall be added to any refund not paid to you within thirty (30) days.

NORTHCAROLINA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract for Your nonpayment or for a direct violation by You of this Contract.

The language "this Contract is only transferable once by the first retail purchaser to the subsequent owner identified on the transfer form and therefore is not transferable to any additional owners" is deleted.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

OKLAHOMA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: In the event the contract is canceled by Us or the association, return of provider fee shall be based upon one hundred percent (100%) of unearned pro rata provider fee less the actual cost of any service provided, no cancellation fee applies.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: You are entitled to a full refund in the event the Contract is cancelled within the first (30) days and no claims have been authorized or paid. In the event the Contract is canceled by You after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of the provider fee shall be based upon 100% of the unearned pro-rata provider fee less any claims paid by the Contract Service Provider.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent (10%) of the unearned pro-rata provider fee, whichever is less."

ADDITIONAL DISCLOSURES: You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. The deductible box that is checked on the Registration page will determine which dollar amount of deductible you owe per repair visit for each Mechanical Breakdown. If no box is checked then a one-hundred-dollar (\$100) deductible will apply. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Arbitration Provision section of this Contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court. Oklahoma VSC provider license #44197943.

OREGON

The following statement replaces the Arbitration section of this Contract: Should any controversy or claim arise out of or relate to this contract, or the breach thereof, the parties agree to first mediate the dispute prior to taking any legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter by telephone conference within thirty days of receipt of such notice. Should either party breach this provision by filing suit prior to mediation, that party shall be responsible for the costs and fees incurred to enforce this mediation provision.

The waiver of jury trial provision is stricken in its entirety.

The following statement replaces the Governing Law section of this Contract: **THE PARTIES AGREE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CONFLICTS OF LAWS. FURTHER, THE PARTIES AGREE THAT THE PROPER FORUM FOR ANY DISPUTE OVER THIS CONTRACT SHALL BE IN ANY COURT OF PROPER JURISDICTION IN THE STATE OF OREGON.**

For reimbursement on EMERGENCY REPAIRS, please call Our claims office at 1-800-5271984 on the next normal business day during business hours for instructions.

ADDITIONAL DISCLOSURES: Roadside assistance services are delegated to Pinnacle Motor Club, Inc.; however, We are ultimately responsible for providing these benefits. Any failure of Pinnacle Motor Club, Inc. or Us to provide such benefits as specified in this Contract will be covered by Our reimbursement insurance policy. For reimbursement on EMERGENCY REPAIRS please call Our claims office at 1-800-5271984 on the next normal business day during business hours for instructions.

SOUTH CAROLINA

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the Vehicle or its use.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: If We cancel this contract, we will mail written notice of cancellation to Your last known address contained in Our records before the fifth (5) day preceding the effective date of the cancellation. However, We are not required to provide prior notice of cancellation if this Contract is cancelled because of (1) nonpayment of the consideration for the contract; (2) fraud or a material misrepresentation by the service contract holder to the provider or the provider's administrator; or (3) a substantial breach of a duty by the service contract holder relating to the covered product or its use. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If We cancel, we shall provide a pro rata refund based on the greater of days in force or miles drive, less claims paid. We will not charge a cancellation fee if We cancel.

The third (3rd) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the following language: "if You have not filed a claim against the Contract" and to be replaced by "less claims paid." The fourth (4th) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to delete the phrase "or after a claim has been filed" is deleted.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to include as follows: A 10% penalty, based on the amount outstanding, per month shall be added to a refund that is not paid within forty-five (45) days after return of the Service Contract to Us.

ADDITIONAL DISCLOSURES: Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 512-463-2906 or 800-803-9202. If a refund owed to You is not paid within forty-five (45) days after the date on which this Contract is canceled, You may apply directly to the insurer, American Security Insurance Company, PO Box 50355, Atlanta, GA 30302, 1-866-306-6694, for reimbursement.

UTAH

Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle. The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation by first class mailing at least thirty (30) days before the cancellation date. However, if We cancel this

Contract within the first sixty (60) days after the Contract Purchase Date or if We cancel this Contract because of nonpayment at the request of the Lien Holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

ADDITIONAL DISCLOSURES: Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract 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. Coverage afforded under this Vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Contract Service Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option of purchasing this Vehicle Service Contract by paying in full at the time of purchase, financing the cost with the Vehicle, or utilizing an outside financing source.

The Arbitration Provision and Any matter in dispute between You and Us may be subject to arbitration which will be governed by the Laws of the State of Utah as an alternative to court action pursuant to the rules of The American Arbitration Association or other recognized Arbitrator, a copy of which is available on request from 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. Utah consumers are not subject to the limit of repairs less than \$350 for repairs outside of the company's normal business hours.

Emergency Repairs: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

VERMONT

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, or violation of any of the terms or conditions of the Service Contract. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

WASHINGTON

EMERGENCY REPAIRS: For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered Part and there are no listed exclusions that apply; authorize the repair facility to perform the repair; and call the Administrator for instructions as soon as reasonably possible, at which point the claim will be reviewed for benefits per the terms of the Contract.

ARBITRATION: Disputes or controversies arising from matters relating to this Vehicle Service Contract may be resolved by method of arbitration in accordance with Washington State law RCW 7.04A. Any decisions reached by arbitration shall be binding upon both You and Us. Arbitrations shall be held in the county in which You maintain Your permanent residence.

TRANSFER: The transfer fee is \$25.

CANCELLATION: The following cancellation provisions replace the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES"

Our Right To Cancel This Service Contract: We may only cancel this Service Contract based on one or more of the following reasons: (1) non-payment of the Service Contract Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Service Contract relating to the Motor Vehicle or its use. If this Service Contract is canceled by Us, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear.

Written notice of such cancellation shall include date of cancellation and the true and actual reason for cancellation and shall be mailed or delivered to You at the address We have on file for You at least twenty-one (21) days prior to cancellation. We have only sixty (60) days from the date of the sale of the Service Contract to the Contract Holder to determine whether or not the Motor Vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Motor Vehicle qualifies for the issued Service Contract and We cannot cancel Contract and are fully obligated under the terms of this Contract to You.

How You May Cancel This Service Contract: You may cancel this Service Contract by surrendering Your copy of this Service Contract with written notice to the Issuing Seller or directly to Us. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request for cancellation. If You cancel this Service Contract within the first thirty (30) days and no claims have been filed, We will refund the entire Service Contract Price. A 10% penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Service Contract.

If this Service Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor Vehicle was driven prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from Your cancellation refund amount. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear. If the Motor Vehicle and this Service Contract have been financed, the Lien Holder shown on the Registration page may cancel this Service Contract for non-payment or if the Motor Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Service Contract to the Lien Holder or otherwise entitle the Lien Holder to performance under this Service Contract.

ADDITIONAL DISCLOSURES: This agreement is not an insurance contract. The Registration page and Vehicle Service Contract thereto contain the complete agreement between the parties and should be signed in the Consumer Disclosure Section by both the Consumer and an authorized representative of the Issuing Seller. The terms of the Vehicle Service Contract shall be interpreted to be consistent with the interest of applicable Laws and Regulations of the State of Washington. The Customer understands that this is not a policy of insurance and that the Seller is acting solely as an agent for and on behalf of the Contract Service Provider and is not a principal party to this Service Contract. In return for payment by the Customer of the total charge(s) and subject to all of the terms, conditions, and exclusions of this Service Contract, the Contract Service Provider and Customer agree to its content. The implied warranty of merchantability on the Motor Vehicle is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Motor Vehicle from a Contract Service Provider who also sold the Motor Vehicle covered by the Service Contract. The Washington State Insurance Commissioner is the Contract Service Provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

This Service Contract is between the Contract Holder, named on the Registration page, and Contract Service Provider as defined under the Definitions section of this Contract. The Seller is not a party to this Contract and has no obligations to You in regard to the benefits provided. Your benefits and Our obligation to perform under this Contract are insured by Insurance Policy DCRI-5551-WA-1 issued by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742. If the benefits as described are not provided to You after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida.

THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT. **IN ADDITION TO THE REPRESENTATIONS MADE BY ME ON THE REGISTRATION PAGE, BY INITIALING THE BLANKS BELOW AND SIGNING IN THE SPACE PROVIDED, I FURTHER REPRESENT AND ACKNOWLEDGE THAT I HAVE READ AND AM FAMILIAR WITH THE FOLLOWING ASPECTS OF THIS SERVICE CONTRACT:**

_____ **1. THE MATERIAL CONDITIONS THAT I MUST MEET, INCLUDING BUT NOT LIMITED TO MAINTENANCE, TO MAINTAIN COVERAGE UNDER THIS SERVICE CONTRACT AS PROVIDED UNDER THE "YOUR OBLIGATIONS" AND "FOR A MECHANICAL BREAKDOWN OR MAINTENANCE ITEM, YOU MUST CALL 1-844-548-2816" SECTIONS AND THE PROCEDURE I MUST COMPLETE TO INITIATE A REQUEST FOR REPAIR OR MAINTENANCE WORK.**

_____ **2. THE WORK AND PARTS COVERED UNDER THIS SERVICE CONTRACT AS PROVIDED IN THE COVERED PARTS SECTION.**

_____ **3. THE TIME AND MILEAGE RESTRICTIONS PROVIDED IN THE "COVERAGE AND TERMS" SECTION LOCATED ON THE REGISTRATION PAGE, THE COVERED PARTS SECTION AND THE LIMIT OF LIABILITY SECTION.**

_____ **4. THE IMPLIED WARRANTY OF MERCHANTABILITY ON THE MOTOR VEHICLE IS NOT WAIVED IF THIS SERVICE CONTRACT HAS BEEN PURCHASED WITHIN NINETY (90) DAYS OF THE CONTRACT PURCHASE DATE OF THE MOTOR VEHICLE FROM A CONTRACT**

SERVICE PROVIDER WHO ALSO SOLD THE MOTOR VEHICLE COVERED BY THIS SERVICE CONTRACT.

_____ 5. THE EXCLUSIONS LISTED IN THE "EXCLUSIONS & LIMITATIONS" SECTION.

_____ 6. MY RIGHT TO RETURN THIS SERVICE CONTRACT FOR A REFUND PURSUANT TO THE TERMS OF THIS SERVICE CONTRACT AS PROVIDED ABOVE IN THE CANCELLATION PROVISION.

MY INITIALS ABOVE INDICATE THAT I HAVE READ THE FOREGOING STATEMENTS AND PLACED MY INITIALS IN THE CORRESPONDING BLANKS TO ACKNOWLEDGE THAT I AM INFORMED OF THE ASPECTS OF THIS SERVICE CONTRACT AS DELINEATED ABOVE.

WISCONSIN

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended as follows: We may only cancel this Contract for non-payment of the Provider Fee, material misrepresentation by You to the Contract Service Provider or Administrator, or substantial breach of duties by You relating to the Vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel within the first thirty (30) days of purchase of this Contract and no claims have been made, We will refund to you one hundred percent (100%) of the Service Contract Provider Fee. If We cancel this Service Contract after thirty (30) days from the date of purchase or after a claim has been made, We will refund 100% of the unearned pro-rata Provider Fee, less any claims paid. If this Contract is cancelled after thirty (30) days from the date of purchase or after a claim has been made, We may charge a reasonable administrative fee not to exceed 10% of the Service Contract Provider Fee or seventy-five dollars (\$75), whichever is less.

The third (3rd) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to include as follows: A 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Contract Service Provider.

The third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to include as follows: In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and receive a pro-rata amount of any unearned Provider Fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible. Notwithstanding anything to the contrary, no cancellation fee shall apply.

The language "CANCELLATION FEE: The cancellation fee is fifty dollars (\$50)" is amended to include "or 10 percent of the provider fee, whichever is less.

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed on the Registration Page by both the Contract Holder and an Authorized Representative of the Issuing Seller. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Failure to furnish proof of loss does not invalidate or reduce Your claim. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The arbitration provisions stated under the "Arbitration" section of this Contract do not apply to Wisconsin residents. You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103.

WYOMING

The third (3rd) sentence of the third (3rd) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is deleted and replaced as follows: You may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to You. Upon return of the Service Contract to Us within the applicable time period, if no claim has been made under the Service Contract prior to its return to Us, the Service Contract is void and We shall refund You, or the lien holder, with the full purchase price of the Service Contract. The right to void the Service Contract is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us.

The first (1st) paragraph of the section captioned "HOW THIS CONTRACT MAY BE CANCELLED INCLUDING REFUNDS AND CHARGES" is amended to include as follows: We will mail a written notice to You at Your last known address at least ten (10) days prior to

cancellation by Us. Prior notice is not required if the reason for cancellation is non- payment of the provider fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in the “Other Important Contract Provisions” section does not apply to Wyoming residents.

SAMPLE