

 **VEHICLE SERVICE CONTRACT**

This agreement is a Vehicle Service Contract between **You** and **Us**, and describes the coverage **You** will have under **Your** Member's Choice Vehicle Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

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**I. KEY TERMS**

When used, Key Terms will appear in **bold** print.

"**Provider**", "**We**", "**Us**", "**Our**" and "**Administrator**" mean Consumer Program Administrators, Inc., Texas License #175 except in the states of Florida, Louisiana and Oklahoma where **Provider**, **We**, **Us**, **Our** and **Administrator** mean Automotive Warranty Services of Florida, Inc., Florida License #60023, Oklahoma License #861338, all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265.

"**Breakdown**" means the failure of any original or like replacement part covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance, at the proper intervals, as recommended by the manufacturer in the Owners Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"**Commercial Purposes**" means **Your Vehicle** is used for commercial purposes including but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, carry passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or business travel when the **Vehicle** is used by more than one driver.

"**Cost**" means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

**At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, used or non-original equipment manufactured parts.**

"**Deductible**" means the amount **You** must pay for covered repairs per visit shown on the Information Schedule.

"**Producer**" means the producer from whom **You** purchased this Service Contract shown on the Information Schedule.

"**Purchase Date**" means the date **You** purchased this Service Contract shown on the Information Schedule.

"**Repair Facility**" means a franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of not less than 12 months and 12,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

"**Service Contract Price**" means the amount **You** paid for this Service Contract shown on the Information Schedule.

"**Term Miles**" means the number of miles for the Service Contract Term shown on the Information Schedule.

"**Term Months**" means the number of months for the Service Contract Term shown on the Information Schedule.

"**Vehicle**" means the vehicle shown on the Information Schedule.

"**Warranty**" means any **Warranty** of the manufacturer, state required **Warranty**, automotive retailer **Warranty** or a **Repair Facility** guarantee.

"**You**" and "**Your**" mean the Member shown on the Information Schedule, or an eligible person to whom this Service Contract has been properly transferred.

## II. WHAT THIS SERVICE CONTRACT COVERS

During the Service Contract Term, subject to the indicated Coverage Plan, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any covered Breakdown of the following parts less Your Deductible.

At the Provider's option, the Administrator may use replacement parts in covered repairs that may include new, remanufactured, pre-owned or non-original equipment manufacturer parts.

### SILVER COVERAGE

When the SILVER Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts are covered. Parts not listed are not covered.

#### Assembly Parts Covered

**1. ENGINE Gasoline Engine** – Cylinder block and all internal lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, fasteners for the components listed above.

**Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines** – All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles.

**2. TRANSMISSION Automatic** – Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, fasteners for the components listed above.

**Standard** – Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, bearings, bushings, fasteners for the components listed above.  
**Transfer Case – (4X4 vehicles)** – Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, fasteners for the components listed above, electronic and vacuum engagement components.

**3. FRONT WHEEL DRIVE** Final drive housing and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, rear hub bearings, locking hub assemblies (4X4), drive shaft support, fasteners for the components listed above.

**4. REAR WHEEL DRIVE** Drive axle housing and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, front hub bearings, rear hub bearings, propeller shafts, universal joints, drive shaft support, fasteners for the components listed above.

**5. STEERING** Housing/case and all internal lubricated parts including: rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, electric power steering motor, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, fasteners for the components listed above. (Does not include "rear wheel steering" components.)

**6. FRONT SUSPENSION** Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, strut rods and bushings, king pins, fasteners for the components listed above.

**7. BRAKES** Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, fasteners for the components listed above.

**8. ELECTRICAL** Alternator, voltage regulator, front and rear windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, brake light and neutral safety switch), electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), electronic ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.

**9. AIR CONDITIONING** Compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, fasteners for the components listed above and freon-refrigerant if necessary in conjunction with the repair of the components listed above.

**10. BASIC HYBRID/ELECTRIC VEHICLE COMPONENTS** Electric motor/generator(s) and all internal components, inverter/converter/transformer units and all internal components, inverter/converter/transformer units cover, continuously variable transmission (CVT) and all internal components, power split device and all internal components, reduction/reducer box and all internal components, and fasteners for the components listed above. Hybrid battery junction block, hybrid battery main battery cable, and electric alternating current compressor.

**11. SEALS AND GASKETS** All seals and gaskets on the assemblies listed above.

### GOLD COVERAGE

When the GOLD Coverage Plan has been purchased as indicated on the Information Schedule, only the following parts, in addition to the parts listed under Silver Coverage, are covered. Parts not listed are not covered.

**12. ADVANCED COMPONENTS** Anti-lock brake system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuator(s), digital and analog instrument display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirror motor(s), headlight door motor(s), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, radiator, radiator fan and clutch, radiator fan motor including fan blade, temperature sensor and relay, fuel tank and hard lines, fuel tank sending unit, power sun roof motor, convertible top motor, constant velocity joints and horn assembly.

**13. ADVANCED HYBRID/ELECTRIC VEHICLE COMPONENTS** Onboard battery charging system, battery charge controller, motor/generator belt tensioner, drive motor dampener, voltage inverter reservoir, three-phase high voltage cables, hydraulic or electric regenerative braking system, onboard computer system including all relays, sensors, ECU & ECM (electronic control units/electronic control modules), power switch/button and controller/electronic throttle control system.

### PLATINUM COVERAGE

When the PLATINUM Coverage Plan has been purchased as indicated on the Information Schedule, We will remedy any Breakdown of Your Vehicle except items listed under the Sections IV. Maintenance & Parts This Service Contract Does Not Cover and V. Service Contract Limitations.

### III. ADDITIONAL BENEFITS

The Additional Benefits shown below are included with the Coverage Plan purchased.

#### A. Emergency Roadside Assistance

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. We will pay for a covered emergency up to \$100 per occurrence with no out-of-pocket expense to You. If the covered emergency exceeds \$100 per occurrence, You are responsible for that portion that exceeds \$100. You are responsible for any non-covered expenses. This benefit is available only for Your Vehicle.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when Your Vehicle is inoperable or unsafe to drive, Your Vehicle will be towed to the closest Repair Facility or to any other location requested by You.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with Your spare tire located with Your Vehicle.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if Your Vehicle is in immediate need. You will be responsible for the cost of these supplies.
- **Lock-out Assistance** – if Your keys are locked inside Your Vehicle, assistance will be provided in gaining entry into Your Vehicle.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start Your Vehicle.

**FOR EMERGENCY ROADSIDE ASSISTANCE, CALL TOLL FREE: 1-866-603-5420**

WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY ROADSIDE ASSISTANCE:

- FOR EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF YOUR VEHICLE IN THE COMMISSION OF A FELONY.
- FOR COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS, FUEL, MATERIALS, ADDITIONAL LABOR RELATED TO TOWING OR COST OF INSTALLATION OF PRODUCTS.
- FOR NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE.
- FOR MOUNTING OR REMOVING OF SNOW TIRES OR CHAINS; WINCHING; EXTRICATION; TIRE REPAIR.
- FOR SHOVELING SNOW AROUND YOUR VEHICLE.
- FOR CAMPING TRAILERS, TRAVEL TRAILERS, RECREATIONAL VEHICLES (INCLUDING SELF-MOTORIZED RVs) OR ANY VEHICLES IN TOW.
- FOR ANY AND ALL TAXES, TOLLS AND/OR FINES.
- FOR TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP.
- FOR TOWING BY OTHER THAN A LICENSED SERVICE STATION OR GARAGE.
- FOR A SECOND TOW FOR THE SAME DISABLEMENT.
- FOR MORE THAN ONE DISABLEMENT FOR THE SAME SERVICE TYPE DURING ANY SEVEN DAY PERIOD.
- FOR SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED OR SERVICED, OR THAT MAY RESULT IN DAMAGE TO YOUR VEHICLE IF TOWED OR SERVICED.
- FOR TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION.
- FOR TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF LAW.
- FOR REPEATED SERVICE CALLS FOR A VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR.
- FOR SERVICE SECURED THROUGH ANY SOURCE OTHER THAN US WITHOUT OUR PRIOR AUTHORIZATION. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

#### B. Rental Reimbursement

We will pay Your actual expenses to rent a replacement vehicle from a licensed rental agency if Your Vehicle is held by a Repair Facility for a covered repair. Rental reimbursement shall not exceed \$35 per day for a maximum of five (5) days for any one Breakdown. If a covered repair cannot be completed within the first five (5) days of a rental period due to a parts delay or other reasonable cause, the five (5) day maximum is extended to ten (10) days. Rental Reimbursement is available beginning on the first day of the covered repair.

**FOR RENTAL REIMBURSEMENT, CALL TOLL FREE: 1-800-752-6265**

#### C. Emergency Travel Expense Reimbursement

Emergency Travel Expense Reimbursement is not available if You reside in the state of New York.

When a covered Breakdown renders Your Vehicle inoperable or unsafe to drive and requires Your Vehicle to be held overnight by a Repair Facility for covered repairs while traveling 100 miles or more from Your home, We will pay for emergency local commercial lodging, meals and transportation expenses up to \$200 per day for a maximum of five (5) days.

**FOR EMERGENCY TRAVEL EXPENSE REIMBURSEMENT, CALL TOLL FREE: 1-800-752-6265**

WE WILL NOT PAY FOR OR COVER THE FOLLOWING UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT:

- FOR ADDITIONAL COMMERCIAL LODGING ENTERTAINMENT EXPENSES.
- FOR ANY BREAKDOWN THAT OCCURS LESS THAN 100 MILES FROM YOUR HOME.

#### D. Manufacturer's Deductible Reimbursement

We will reimburse You for the difference between the Deductible amount shown on the Information Schedule and any required manufacturer's deductible, if applicable, when a Breakdown of a covered part occurs and is covered by a manufacturer's Warranty.

**FOR MANUFACTURER'S DEDUCTIBLE REIMBURSEMENT, CALL TOLL FREE: 1-800-752-6265**



#### IV. MAINTENANCE & PARTS THIS SERVICE CONTRACT DOES NOT COVER

##### MAINTENANCE AND PARTS THAT ARE NOT COVERED

- A. MAINTENANCE NOT COVERED – THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING ENGINE TUNE-UP, (INCLUDES SPARK PLUGS, GLOW PLUGS, IGNITION WIRES, DISTRIBUTOR CAP AND ROTOR), ALL BATTERIES (INCLUDING BUT NOT LIMITED TO: HYBRID/ELECTRIC VEHICLE BATTERIES), FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, ENGINE COOLANT, ALL HOSES AND BELTS (NOT SPECIFICALLY LISTED), WIPER BLADES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT.
- B. PARTS NOT COVERED – CONSTANT VELOCITY BOOTS, TIRES, WHEEL COVERS, WHEEL RIMS, WHEELS, WHEEL BALANCING, SHOCK ABSORBERS, SUSPENSION AIR BAGS, EXHAUST SYSTEM, CATALYTIC CONVERTER, FRICTION CLUTCH DISC AND PRESSURE PLATE AND CLUTCH RELEASE BEARING, GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAM HEAD LAMPS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BUMPERS, ALIGNMENT OF BODY PARTS, FLEXIBLE BODY PARTS, DOOR PANELS, BODY PANELS, STRUCTURAL FRAMEWORK, CONVERTIBLE TOP FRAMEWORK, STRUCTURAL WELDS, HINGES, DOOR HANDLES, VINYL AND CONVERTIBLE TOPS AND NON-MECHANICAL REMOVABLE HARDTOP ASSEMBLIES.

#### V. SERVICE CONTRACT LIMITATIONS

##### WE WILL NOT PAY FOR OR COVER THE FOLLOWING:

1. MODIFICATIONS:
  - A. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIOS, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, SOLAR POWERED DEVICES, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES (UNLESS INSTALLED BY THE MANUFACTURER).
  - B. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
  - C. BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).
  - D. BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
2. NON-STANDARD USE:
  - A. BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
  - B. ANY BREAKDOWN WHERE THE VEHICLE HAS BEEN USED FOR A COMMERCIAL PURPOSE, AS DEFINED IN SECTION I. KEY TERMS, AT ANY TIME WHILE OWNED BY YOU.
  - C. BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR STREET RACING OR OTHER COMPETITION.
3. NEGLIGENCE, MISREPRESENTATION OR MISUSE:
  - A. BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VII. YOUR RESPONSIBILITIES.
  - B. BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT, LACK OF LUBRICANTS, IMPROPER SPECIFICATION (TYPE) OF FLUIDS, LACK OF OIL VISCOSITY, SLUDGE OR RESTRICTED OIL FLOW. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: ENGINE AND TRANSMISSION.
  - C. BREAKDOWN WHEN CONTAMINATED FLUIDS CAUSED OR CONTRIBUTED TO THE BREAKDOWN.
  - D. LOSS OR DAMAGE CAUSED BY YOU OR THE OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
  - E. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE INCLUDING BUT NOT LIMITED TO ODOMETER MISREPRESENTATION CAUSED BY THE USE OR MODIFICATION OF THE VEHICLE WITH UNDERSIZE OR OVERSIZE TIRE AND WHEEL ASSEMBLIES.
  - F. DAMAGE CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER.
  - G. BREAKDOWN OR DAMAGE CAUSED BY NEGLECTING TO FOLLOW PROPER CHARGING PROCEDURES OR USE OF INCOMPATIBLE CHARGING DEVICES FOR YOUR PLUG-IN HYBRID/ELECTRIC VEHICLE.
4. COLLISION, PHYSICAL DAMAGE AND COSMETICS:
  - A. BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, TERRORIST ACTS, WAR, EXPLOSION, LIGHTNING, EARTHQUAKE, HURRICANE, TROPICAL STORM, VOLCANIC ERUPTION, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.
  - B. TO CORRECT A COSMETIC IMPERFECTION OR BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
5. WARRANTIES AND MANUFACTURER RECALLS:
  - A. COSTS OR SERVICES COVERED BY ANY WARRANTY REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY.
  - B. COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER ANY VEHICLE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
  - C. BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
6. VEHICLE TYPE:
  - A. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED TITLE OR JUNK VEHICLE.
  - B. IF YOUR VEHICLE IS A TRUCK RATED MORE THAN 1 TON.
  - C. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
  - D. IF YOUR VEHICLE IS POWERED BY COMPRESSED NATURAL GAS, LIQUIFIED NATURAL GAS, PROPANE OR HYDROGEN.
7. CONSEQUENTIAL DAMAGE:
  - A. LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT. CONSEQUENTIAL OR INCIDENTAL DAMAGE OR LOSS SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COMPONENT COVERED BY THIS SERVICE CONTRACT.
  - B. BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART. HOWEVER, COVERAGE WILL BE PROVIDED FOR THE FAILURE OF A NON-COVERED PART RESULTING FROM A BREAKDOWN OF A COVERED PART.
  - C. BREAKDOWN OR DAMAGE CAUSED BY A POWER SURGE WHILE CHARGING YOUR VEHICLE.

## V. SERVICE CONTRACT LIMITATIONS (CONTINUED)

8. NON-COVERED CONDITIONS:
  - A. PRE-EXISTING – BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE PURCHASE DATE.
  - B. REPAIRS PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION VI. WHAT TO DO IF REPAIRS ARE NEEDED).
  - C. REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A BREAKDOWN HAS NOT OCCURRED.
  - D. REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
  - E. REPAIRS OF AIR LEAKS, RATTLES, SQUEAKS, WIND NOISE AND WATER LEAKS WHERE WATER IS ENTERING THE VEHICLE EXTERNALLY.
  - F. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS SERVICE CONTRACT EXCEPT AS REQUIRED FOR THE REPAIR OF A COVERED PART.
  - G. DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
9. MISCELLANEOUS EXPENSES:
  - A. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.

## VI. WHAT TO DO IF REPAIRS ARE NEEDED

Before any covered repairs can begin, You must contact the Administrator. We can be reached toll-free:

**1-800-752-6265**

Service hours Monday through Friday 7:00 A.M. – 7:00 P.M. (Central Time)

To Register Your Service Contract for Self-Service, Visit Us At:

[www.mrclaims.net](http://www.mrclaims.net)

Emergency Repair Instructions: In the event that a Breakdown of a covered part occurs when the Administrator's office is closed and emergency repairs are necessary, You may commence with emergency repairs without securing the Administrator's prior authorization. However, You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. You must submit written information and documentation concerning the Breakdown and repairs no later than thirty (30) days after the Breakdown. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered.

Emergency repairs are those required because Your Vehicle was inoperable or unsafe to drive. Parts must be available for inspection when the Administrator's office reopens.

## VII. YOUR RESPONSIBILITIES

1. You must perform maintenance services to Your Vehicle, at the proper intervals, as required by the Owner's Manual for Your Vehicle. If Your failure to follow these procedures causes a Breakdown, You may be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle's manufacturer to obtain one.
2. You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that show a date, a description of Your Vehicle, mileage and services performed. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.
3. You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Vehicle. You are required to safely pull Your Vehicle off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
4. If You experience a Breakdown, You agree to:
  - a. Use all reasonable means to protect Your Vehicle from further damage.
  - b. Notify the Administrator as soon as possible.
  - c. Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown authorization" so that the Repair Facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: WE WILL NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS SERVICE CONTRACT.**
  - d. Furnish the Administrator with such information as the Administrator may reasonably require and if requested provide proof of Your Vehicle's regular maintenance during the Service Contract Term as noted above.
  - e. Reserve for the Administrator the right to refer Your Vehicle to a Repair Facility that sells and services Your type of Vehicle, for certain repairs.
  - f. Allow the Administrator to examine Your Vehicle if the Administrator asks to do so.
  - g. Obtain authorization from the Administrator prior to beginning any repairs covered by this Service Contract except when the Administrator's office is closed and emergency repairs are necessary (See Emergency Repair Instructions within Section VI. WHAT TO DO IF REPAIRS ARE NEEDED).
5. Your help and cooperation is required if We ask You to help Us enforce Your rights against any manufacturer or Repair Facility who may be responsible to You for the Cost of repairs covered by this Service Contract.

## VIII. GENERAL PROVISIONS

1. **Service Contract Term**

The Service Contract Term is the **Term Months** and **Term Miles** shown on the Information Schedule. This Service Contract begins on the **Purchase Date** and at the Current Odometer Reading shown on the Information Schedule. The Service Contract ends following the Expiration Date or when the Expiration Mileage is exceeded, both as shown on the Information Schedule, whichever occurs first. The Service Contract Term expiration (Expiration Date or Expiration Mileage) is measured in **Term Months** from the **Purchase Date** and in **Term Miles** from the Current Odometer Reading.
2. **When And Where You Are Covered**

You are covered when this Service Contract is issued or transferred to You. This Service Contract applies only to **Breakdowns** occurring within the continental United States of America, Alaska, Hawaii and Canada.

## VIII. GENERAL PROVISIONS (CONTINUED)

3. **If You Have Other Coverage**  
If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost**. If **You** have any other Rental Reimbursement coverage, Emergency Roadside Assistance coverage or Emergency Travel Expense Reimbursement coverage, **We** will pay only the amount in excess of that coverage, subject to the limits of this Service Contract.
4. **Limit of Liability**  
**Our** limit of liability is the **Cost** to repair or replace any covered **Breakdown**; but in no event shall this **Cost** exceed the average retail value of **Your Vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.
5. **Subrogation**  
If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.
6. **Dispute Resolution – Arbitration**  
This Service Contract requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract (including the **Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this Service Contract by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.  
The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all substantive matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.
7. **How This Service Contract May Be Transferred**  
**Your** rights and duties under this Service Contract may only be transferred to a subsequent purchaser directly by **You** within thirty (30) days from the date of sale to the subsequent owner. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or voided. In the event of **Your** death, the benefits of this Service Contract will be available to **Your** spouse, domestic partner or legal representative.  
To transfer this Service Contract, **You** must submit the following information to the **Administrator**:  
a. Completed Transfer Request form, which can be obtained by contacting the **Administrator**;  
b. Copy of **Your** Service Contract;  
c. Bill of Sale indicating date of sale of the **Vehicle**;  
d. \$50 transfer fee made payable to the **Administrator**.
8. **How This Service Contract May Be Canceled – Including Refunds And Charges**  
**Cancellation By You**  
**You** may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation.  
**Cancellation By Us**  
If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within ninety (90) days of the **Purchase Date**. After ninety (90) days, **We** may cancel this Service Contract:  
  - If there has been a material misrepresentation or fraud by **You**;
  - If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
  - If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
  - If **You** do not pay the **Service Contract Price**;
  - If **Your Vehicle** has a salvage title; or
  - If **You** use **Your Vehicle** in any manner not covered by this Service Contract.**Cancellation By Lienholder**  
If this Service Contract is financed, the Lienholder (shown on the Information Schedule) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.  
**How Refunds are Calculated**  
If this Service Contract is canceled within sixty (60) days of the **Purchase Date** and a claim has not been incurred, a 100% refund of the **Service Contract Price** will be made. After sixty (60) days or if **You** have incurred a claim within the first sixty (60) days, a pro-rata refund of the unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days.
9. **Insurance**  
This Service Contract is not an insurance contract. **Our** obligations under this Service Contract are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event **We** cease to operate, are bankrupt or otherwise financially impaired or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.
10. **Entire Service Contract**  
This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.



## IX. STATE AMENDMENTS

This Service Contract is amended to comply with the following state requirements:

### Alabama

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

### Alaska

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #4A – Any reference to "TERRORISTS ACTS" is deleted in its entirety.

Item #7A is deleted in its entirety and replaced by the following:

**LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A BREAKDOWN UNLESS AS PROVIDED UNDER EMERGENCY TRAVEL EXPENSE REIMBURSEMENT.**

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 7.5% of the refund amount, whichever is less.

### Arizona

**NOTICE TO MEMBER** – is amended to include:

In the event a **Breakdown** occurs when the **Administrator's** office is closed, **You** may follow the claim procedures in this Service Contract without prior authorization. Reimbursement will be made to **You** or the **Repair Facility** in accordance with Service Contract provisions.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Items #1B, 1C, 1D, 2A, 2B, 2C, 3A, 3B, 3E, 3F are amended to include: "WHILE THE VEHICLE IS OWNED BY YOU."

Items #6A, 6B, 6C, 8A are deleted in their entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If, while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

### Colorado

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include: Insurance Policy #3450.

### Connecticut

The coverage afforded by this Service Contract is still available should the Service Contract Term lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is amended as follows:

The State of Connecticut has established a process to settle disputes arising from service contracts as outlined in R.C.S.A §§ 42-260-1 to 5. If **You** purchase this Service Contract in Connecticut, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the **Service Contract Price**, the **Cost** of repair of the **Vehicle** and a copy of this Service Contract.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges.

**Cancellation By You** is amended to include:

**You** may cancel this Service Contract in the event the **Vehicle** is returned, sold, lost, stolen or destroyed.

**Cancellation By Us** is amended as follows:

The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

### Florida

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

**SERVICE CONTRACT LIMITATIONS** – is amended as follows: Item #6A is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED** – "Emergency Repair Instructions" is amended as follows: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with ninety (90) days.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 How This Service Contract May Be Transferred is amended as follows: The \$50 transfer fee is deleted and replaced with a \$40 transfer fee.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges is deleted in its entirety and replaced by the following:

## IX. STATE AMENDMENTS (CONTINUED)

### Florida – continued

#### Cancellation By You

You may cancel this Service Contract at any time. To cancel, contact the **Producer** or the **Administrator**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to **Us**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract within sixty (60) days of the **Purchase Date**, a 100% refund of the **Service Contract Price** will be made less any claims paid on this Service Contract. After sixty (60) days, a pro-rata refund of the lesser of unused **Term Months** or unused **Term Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50 or 10% of the refund amount, whichever is less. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

#### Cancellation By Us

**We** may cancel this Service Contract for any reason within sixty (60) days of the **Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. A pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will not be less than 100% of the paid unearned pro-rata **Service Contract Price** less any claims paid on this Service Contract. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

The sentence "This Service Contract is not an insurance contract." is deleted in its entirety.

### Georgia

**KEY TERMS** – "**Commercial Purposes**" is amended to delete any reference to "delivery service" in its entirety.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #8A is deleted in its entirety.

Item #3B – Any reference to "**SLUDGE**" is deleted in its entirety.

Item #1C is amended to include the text: "**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT.**"

Item #3E is amended to include the text: "**WHILE OWNED BY YOU**".

**YOUR RESPONSIBILITIES** – is amended as follows:

Item #4 (c) is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges is deleted in its entirety and replaced by the following:

#### Cancellation By You

**You**, or a person authorized by **You**, may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**, less an administrative fee of \$50 or 10% of the unearned pro-rata **Service Contract Price**, whichever is less. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

#### Cancellation By Us

**We** may cancel this Service Contract:

- In the event of fraud by **You**;
- In the event of material misrepresentation by **You**; or
- If **You** do not pay the **Service Contract Price**.

If **We** cancel this Service Contract, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.

Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Virginia Surety Company, Inc.

### Hawaii

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

### Idaho

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

### Illinois

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated** is amended as follows: The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.



## IX. STATE AMENDMENTS (CONTINUED)

### Indiana

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

Your proof of payment to the **Producer** for this Service Contract shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this Service Contract.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancellation refund is not paid within sixty (60) days after this Service Contract has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604.

### Iowa

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738

**WHAT THIS SERVICE CONTRACT COVERS** – is amended to include:

Pre-owned parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The sentence "**You** authorize that all refunds will be paid to the Lienholder if any, otherwise to **You**." is revised to read "**You** authorize that all refunds will be paid by the **Producer** to the Lienholder if any, otherwise the refund will be paid to **You**."

**GENERAL PROVISIONS** – Section 9 Insurance is amended as follows:

A claim against the **Provider** may also include a refund of the unearned **Provider** fee (**Service Contract Price**) in the event this Service Contract is cancelled.

### Louisiana

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made. After sixty (60) days, a pro-rata refund of the unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

### Maine

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

### Maryland

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

### Massachusetts

NOTICE TO MEMBER: THE COVERAGE **YOU** ARE BUYING IS **NOT** REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED **MAY** DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S **WARRANTIES** THAT COME AUTOMATICALLY WITH EVERY SALE. **YOU** CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE **WARRANTIES** WHICH ARE AVAILABLE TO **YOU** WITHOUT THIS SERVICE CONTRACT.

### Michigan

**GENERAL PROVISIONS** – Section 1 Service Contract Term is amended to include:

If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Producer** or **Repair Facility**, the term of this Service Contract shall be extended for the period of the strike or work stoppage.

### Minnesota

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

### Mississippi

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

### Missouri

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

## IX. STATE AMENDMENTS (CONTINUED)

### Missouri – continued

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within forty-five (45) days of the date of cancellation.

**How Refunds are Calculated** is deleted in its entirety and replaced by the following:

If this Service Contract is canceled within sixty (60) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made, less claims paid, if any. After sixty (60) days, a pro-rata refund of the lesser of unused **Months** or unused **Miles** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the lesser percentage of: (a) the unused **Term Months** divided by the total **Term Months** of **Your** Service Contract Term; or (b) the unused **Term Miles** divided by the total **Term Miles** of **Your** Service Contract Term; less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to **You**. For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days.

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include:

A claim against the **Provider** may also include a refund of the unearned **Provider fee (Service Contract Price)** in the event this Service Contract is cancelled.

### Nebraska

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Notwithstanding anything in this Service Contract to the contrary, if **You** and **We** mutually agree at the time of loss, this Service Contract provides for arbitration if there is an unresolved dispute between **You** and **Us** concerning this Service Contract. **You** agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon **You**. Any dispute on the application of this arbitration provision will be made by the local court of law in the county and state where **You** live. Notwithstanding this arbitration provision, **You** are not prohibited from bringing an action in Small Claims Court to resolve **Your** dispute.

The Consumer Arbitration Rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Contract. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose or the applicable statute of limitations period, whichever is longer. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." All costs and expenses of the arbitration will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The procedural rules for arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Service Contract.

### Nevada

**NOTICE TO MEMBER** – is amended as follows:

The statement "If the manufacturer's **Warranty** has been declared void..." is deleted and replaced with the following: If this Service Contract has already been issued and the manufacturer's **Warranty** becomes void during the Service Contract Term, **We** will not automatically suspend all coverage for any length of time. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's **Warranty**, until the full term of the manufacturer's **Warranty** elapses. However, **We** will continue to provide any other coverage under this Service Contract, unless such coverage is otherwise excluded by the terms of this Service Contract.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows:

Item #3A is deleted in its entirety and replaced by the following:

**FOR A BREAKDOWN CAUSED BY ABUSE, MISUSE OR LACK OF CUSTOMARY MAINTENANCE AS DETAILED IN SECTION VII. YOUR RESPONSIBILITIES.**

**GENERAL PROVISIONS** – Section 1 Service Contract Term is amended to include: This Service Contract is not renewable.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the **Purchase Date**. After seventy (70) days, **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You**; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended as follows:

The sentence: "For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days." is deleted in its entirety. If this Service Contract is canceled by **Us**, no administrative fee will be charged.

### New Hampshire

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to the **Provider** at 1-800-621-2130.

All references to Consumer Program Administrators, Inc. are deleted and replaced by the following: Consumer Program Administrators, Inc. dba Consumer Warranty Program Administrators.

**GENERAL PROVISIONS** – Section 9 Insurance is amended to include:

If **You** are not satisfied with the insurance company's response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

### New Jersey

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

## IX. STATE AMENDMENTS (CONTINUED)

### New Mexico

**GENERAL PROVISIONS** – Section 1 Service Contract Term is amended to include: This Service Contract is not renewable.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges.

**Cancellation By You** is amended to include:

If **You** cancel this Service Contract, a ten percent (10%) penalty for each thirty (30) day period or portion thereof shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Producer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within seventy (70) days of the **Purchase Date**. After seventy (70) days, **We** may cancel this Service Contract:

- If **You** do not pay the **Service Contract Price**;
- If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract;
- If there has been a material misrepresentation or fraud by **You**; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**How Refunds are Calculated** is amended as follows:

For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with seventy (70) days.

### New York

**ADDITIONAL BENEFITS** – is amended as follows:

Emergency Travel Expense Reimbursement is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Producer** or the **Administrator**.

### North Carolina

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may only cancel this Service Contract at any time for any of the reasons listed below:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Service Contract Price**.

**How Refunds are Calculated** is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or ten percent (10%) of the refund amount, whichever is less.

### Oklahoma

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.**

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

**Emergency Roadside Assistance** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 How This Service Contract May Be Transferred is amended as follows: The sentence "This Service Contract can only be transferred..." is revised to read: This Service Contract can only be transferred if the remaining portion of the **Warranty** including Powertrain **Warranty** has not been reduced or canceled.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refund And Charges is deleted in its entirety and replaced by the following:

**Cancellation By You**

**You** may cancel this Service Contract at any time. To cancel, contact the **Producer**. The **Producer** will assist with **Your** cancellation request. Alternatively, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract and an odometer reading statement must be included with **Your** request for cancellation. If **You** cancel this Service Contract within the first sixty (60) days of the **Purchase Date** and have not incurred a claim, **You** will receive one hundred percent (100%) of the unearned pro-rata **Service Contract Price**. If **You** cancel this Service Contract after sixty (60) days or have incurred a claim within the first sixty (60) days, **You** will receive a refund based on one hundred percent (100%) of the unearned pro-rata **Service Contract Price** less ten percent (10%) of the unearned pro-rata **Service Contract Price** or fifty dollars (\$50), whichever is less. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

**Cancellation By Us**

**We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Service Contract Price**;
- If **Your Vehicle** has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this Service Contract.

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. The pro-rata refund will be one hundred percent (100%) of the unearned pro-rata **Service Contract Price**. **You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**.

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund.



## IX. STATE AMENDMENTS (CONTINUED)

### Oregon

Any reference to **Provider** within this Service Contract is deleted and replaced by **Obligor**.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

### South Carolina

If **You** have questions, concerns or complaints regarding **Your** Service Contract, **You** may address them to:

South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

### Texas

Unresolved complaints or questions concerning the regulation of Service Contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

All references to Consumer Program Administrators, Inc. are deleted and replaced by the following: Consumer Program Administrators, Inc. dba The Administrators of Consumer Programs.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By You** is amended to include: If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after this Service Contract has been returned to the **Producer** or the **Administrator**, **You** may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Service Contract is not transferable to a subsequent holder of this Service Contract.

**How Refunds are Calculated** is amended to include:

If this Service Contract is canceled by **Us**, no administrative fee will be charged.

### Utah

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

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**Emergency Roadside Assistance** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended to include: Utah residents are not limited to filing claims within thirty (30) days for reimbursement consideration. The sentence “Emergency repairs are those required because **Your Vehicle** was inoperable or unsafe to drive.” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety and replaced by the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule 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.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **We** may cancel this Service Contract for any reason within sixty (60) days of the **Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract:

- For nonpayment of **Service Contract Price**;
- For material misrepresentation by **You**;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

**Cancellation By Lienholder** is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund.

**How Refunds are Calculated** is amended as follows:

The sentence “For refund calculations, if the Service Contract is canceled by **Us**, all references to sixty (60) days are replaced with ninety (90) days.” is deleted in its entirety.

### Wisconsin

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

**Emergency Roadside Assistance** – is amended to include:

Emergency Roadside Assistance is provided by Brickell Financial Services Motor Club, Inc., 7300 Corporate Center Drive, Suite 601, Miami, FL 33126, 1-305-392-4300.

**SERVICE CONTRACT LIMITATIONS** – is amended as follows: Item #8B is deleted in its entirety.

**WHAT TO DO IF REPAIRS ARE NEEDED** – “**Emergency Repair Instructions**” is amended as follows: The thirty (30) day time period for filing a claim after a **Breakdown** is deleted and replaced with as soon as reasonably possible.

**GENERAL PROVISIONS** – Section 5 Subrogation is amended to include: **You** will be made whole before **We** retain any amount **We** may recover.

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges.

**Cancellation By You** is amended to include:

If **You** cancel this Service 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 Service Contract to the **Producer** or the **Administrator**.

**Cancellation By Us** is deleted in its entirety and replaced by the following:

If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and the reason for cancellation. **We** may cancel this Service Contract:

- If there has been a material misrepresentation or fraud by **You**;
- If **You** do not pay the **Service Contract Price**; or
- For substantial breach of duties by **You** relating to the use of the covered **Vehicle**.

## IX. STATE AMENDMENTS (CONTINUED)

### Wisconsin – continued

How Refunds are Calculated is amended as follows:

The \$50 administrative fee is deleted and replaced with an administrative fee \$50 or ten percent (10%) of the refund amount, whichever is less.

In the event **Your Vehicle** is declared a total loss, **You** may cancel this Service Contract and receive a pro-rata refund of the **Service Contract Price**, less any claims paid. No administrative fee will be charged.

### Wyoming

**GENERAL PROVISIONS** – Section 6 Dispute Resolution – Arbitration is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 How This Service Contract May Be Canceled – Including Refunds And Charges

Cancellation By You is amended to include:

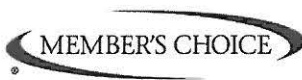
If **You** cancel this Service Contract, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Producer** or the **Administrator**.

Cancellation By Lienholder is deleted in its entirety and replaced by the following:

If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund.

How Refunds are Calculated is amended as follows:

The sentence "**You** authorize that all refunds will be paid to the Lienholder if any, otherwise the refund will be paid to **You**." is revised to read "**You** authorize all refunds will be made payable to the Lienholder and **You**."



## Important Information About Your Mechanical Repair Coverage Service Contract/Policy

Service Contract/Policy Number: WN7YXL96

Keep this page in your glove compartment for usage details.

### In Case of a Breakdown

1. Arrange to have your vehicle taken to an authorized repair facility. If your vehicle needs to be towed, call **24-Hour Roadside Assistance: 866-603-5420**
  - Arrange for repairs by the original selling dealer whenever possible, or a dealership that sells your make of vehicle.
2. Authorize the repair facility to perform the necessary diagnosis, and get a repair estimate.
  - MEMBER'S CHOICE Mechanical Repair Coverage does not pay for diagnosis charges on repairs not covered under this service contract/policy.
3. **IMPORTANT:** Have the repair facility obtain a repair authorization number prior to beginning any repairs covered by your service contract/policy, by calling **Claims: 800-752-6265**
  - In the event that a repair is performed outside of service hours, please call the following business day to receive further instructions from the Administrator.
4. After repairs are complete, pay the required deductible and the cost of any repairs not covered by your service contract/policy.
  - The repair facility should arrange to receive payment for authorized repairs directly from the Administrator.

### Instructions for the Repair Facility

1. Get permission from the service contract/policy holder to perform the necessary diagnosis and provide an estimate of repairs.
  - MEMBER'S CHOICE Mechanical Repair Coverage pays retail labor rates and manufacturer's suggested retail price on parts. It does not pay for diagnosis charges for repairs not covered under this service contract/policy.
2. **IMPORTANT:** Obtain a repair authorization number prior to beginning any repairs covered by this service contract/policy, by calling **Claims: 800-752-6265**
  - In the event that a repair is performed outside of service hours, please call the following business day to receive further instructions from the Administrator.
3. Bill the Administrator for authorized repairs. Collect any required deductible and/or payment for unauthorized repairs from the service contract/policy holder.
  - The preferred method of payment is via the Administrator's corporate credit card. To arrange this, contact the appropriate claims administrator for instructions on where to fax the repair order immediately after repairs are complete. Other methods of payment are direct bill or Electronic File Transfer.

### Instructions for the Additional Features of Your Mechanical Repair Coverage Service Contract/Policy

#### Emergency Roadside Assistance\*

This feature includes 24-Hour Roadside Assistance with sign and drive coverage of up to \$100 for covered repairs, should you need one or more of the following services:

- Battery/Jump-start Service
- Fuel
- Oil
- Fluid and Water Delivery
- Flat Tire Assistance
- Lock-out Service
- Towing

There is no limit on the number of service calls during the term of your service contract/policy.

If your vehicle needs the above service, call **24-Hour Roadside Assistance: 866-603-5420**

#### Emergency Travel Expense Reimbursement (Not available in NY)

If your covered vehicle is disabled by a covered mechanical breakdown 100 miles or more away from home, you are eligible for up to \$200 per day for a maximum of five (5) days in emergency local commercial lodging, meals and transportation expenses. Your vehicle must be out of service overnight to be eligible for Emergency Travel Expense Reimbursement. To obtain this reimbursement call **Claims: 800-752-6265**

#### Rental Reimbursement

If your vehicle is held by a repair facility for covered repairs, rental coverage is provided up to \$35 per day for a maximum of 5 days (can be extended to 10 days if there is a parts delay). Rental Reimbursement is available beginning on the first day of the covered repair. To obtain this service call **Claims: 800-752-6265**

#### MRCLAIMS.NET

Members with an active Mechanical Repair Coverage policy can visit [www.mrclaims.net](http://www.mrclaims.net) to find a preferred repair facility, check service contract/policy details, look up past claims and more.

*\*Administration for this service is provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, administrative office at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126. (Brickell Financial Services Motor Club, Inc. provides service for Mississippi and Wisconsin residents and Road America Motor Club, Inc. provides services for California residents.) For Roadside Assistance, or to obtain information how to report a claim, call 866-603-5420.*

MEMBER'S CHOICE Mechanical Repair Coverage is provided and administered by Consumer Program Administrators, Inc. in all states except CA, where coverage is offered as insurance by Virginia Surety Company, Inc., in WA, where coverage is provided by National Product Care Company and administered by Consumer Program Administrators, Inc., in FL, LA and OK, where coverage is provided and administered by Automotive Warranty Services of Florida, Inc. (Florida License #60023 and Oklahoma License #861338), all located at 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265. This coverage is made available to you by CUNA Mutual Insurance Agency, Inc. In CA, where MEMBER'S CHOICE Mechanical Repair Coverage is offered as insurance (form MBIP 08/16) it is underwritten by Virginia Surety Company, Inc. Repair Facilities or Dealers are required to provide a parts and labor written guarantee for at least 12 months and 12,000 miles.