



First and Last Initial & last 7 of VIN
AGREEMENT NUMBER

POWERSPORT VEHICLE SERVICE AGREEMENT

REGISTRATION PAGE

Vehicle Information:				
Vehicle Type ☐ On Road Motorcycle Scooter ☐ Utility Vehicle ☐ All-Terrain Vehicle ☐ Personal Watercraft ☐				
Year	Make	Vehicle Model	Vehicle/Hull ID Number	☐ New ☐ Used
Engine Size	Vehicle Class #	Odometer/Hour Meter Reading	Vehicle Purchase Date	Vehicle Purchase Price
Purchaser Information:				
Last Name		First Name	Middle Initial	E- Mail Address
Address		City	State	Zip
Address		City	State	Zip
Seller Information:				
Seller Name				Telephone
Address				City
Address				State
Address				Zip Code
Lienholder Information:				
Address				Telephone
Address				City
Address				State
Address				Zip Code
Agreement Information:				
Coverage Level (You may select () only one coverage. See Covered Parts Section for details)			Agreement Term (Months)	
☐ VALUE ☐ COMPLETE ☐				
☐ DEDUCTIBLE _____				
Agreement Purchase Price			Agreement Purchase Date	
Acceptance of Terms, Conditions and Coverage				
This Agreement is between the Obligor and You and it describes the Coverage Level for the Agreement Term selected above. YOU ARE NOT REQUIRED TO ENTER INTO THIS AGREEMENT IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR A VEHICLE. Your acceptance of this coverage under this Agreement is voluntary. You should read this Agreement carefully. It contains the entire Agreement between You and Us. It takes precedence over any other written or oral statements made to You with respect to this Agreement. This is an Agreement, not a warranty or insurance contract. REVIEW " STATE REQUIREMENTS AND DISCLOSURES " FOR ANY RIGHTS, PRIVILEGES AND CONDITIONS THAT GOVERN THIS AGREEMENT IN YOUR STATE. Any modification(s), alteration(s) or change(s) to the preprinted terms and conditions is/are invalid and of no force or effect. Your signature below means You have read and fully understand the Agreement Term, Coverage Level, Terms and Conditions and Exclusions of this Agreement. You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Registration Page. You acknowledge Your understanding of the limited applicability of the Federal Magnuson Moss Warranty Act as set out in this Agreement. You acknowledge any Misrepresentation may result in the denial of a claim. You acknowledge receipt of Your copy of this Agreement.				

Purchaser Signature

Purchase Date

Seller Representative – Signature

For Claims Contact: [(888) 964-1899] or www.headstartwarrantygroup.com

THE ADMINISTRATOR MUST BE CONTACTED PRIOR TO PERFORMING ANY REPAIR UNDER THIS AGREEMENT. THE ADMINISTRATOR WILL NOT BE RESPONSIBLE FOR ANY REPAIRS THAT ARE NOT PRE-AUTHORIZED. SEE THE "AGREEMENT HOLDER RESPONSIBILITIES SECTION" FOR INSTRUCTIONS TO BE FOLLOWED IN THE EVENT OF A COVERED BREAKDOWN.

This is not a vehicle liability insurance Agreement. This is not a vehicle physical damage insurance Agreement.

DEFINITIONS

1. **Administrator, Obligor (We, Us, Our):** Headstart Warranty Group LLC, [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254, (888-964-1899)].
2. **Agreement:** This Agreement, which You have purchased for the Vehicle described on the Registration Page.
3. **Agreement Holder (You, Your):** The person listed in the Purchaser Information section of the Registration Page or the person to whom the Agreement was properly transferred.
4. **Breakdown:** The event caused by the total failure of any Covered Part to work as it was designed to function in normal service. A Covered Part has failed when it can no longer perform the function for which it was designed because of its condition.
5. **Commercial Use:** A commercial vehicle registered to a business and/or for business purposes.
6. **Cost:** The reasonable and customary charges for parts and labor necessary to repair or replace a Covered Part. These charges shall not exceed the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time allowance publications. The maximum labor rate per hour cannot exceed one hundred dollars (\$100) for the VALUE plan and one hundred twenty-five (\$125) for the COMPLETE plan. Applicable taxes assessed to the Cost will be covered, according to the terms and conditions herein.
7. **Covered Part:** An item listed as a Covered Part, based on the coverage You selected, as defined in the section titled "Covered Parts".
8. **Seller:** The retail Seller of this Agreement to You by the Seller listed in the Seller Information section on the Registration Page.
9. **Deductible:** The amount You must pay for covered repairs per visit as indicated in the Agreement Information Section of the Registration Page.
10. **Pre-existing Conditions:** A condition that existed prior to the purchase of the Agreement.
11. **Registration Page:** The numbered document executed by You and attached to this Agreement. It lists information regarding the Vehicle to be covered, Agreement Terms and Conditions, and other vital information.
12. **Repair Facility:** A licensed Repair Facility authorized by the Administrator to perform repair services under this Agreement.
13. **Repair Visit:** One or more Breakdowns related in time or cause.
14. **Term:** The number of Months the Agreement is in force as indicated on the Registration Page.
15. **Vehicle:** The Vehicle identified by the Vehicle/Hull Identification Number (VIN) listed on the Registration Page.

COVERED PARTS

The following is a list of Covered Parts based on the Coverage selected on the Registration Page of this Agreement. Covered Parts are listed by the Vehicle system to which they apply.

VALUE MOTORCYCLES:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. **Clutch assembly and cables are NOT covered.**

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; and case.

Drive Assemblies (Shaft Driven Motorcycles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; handlebar; steering stem nut and rod ends; steering stem shaft.

Brake: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. **Light bulbs are not covered.**

Seals & Gaskets: For all Covered Parts listed for the VALUE Plan.

Touring Bike Additional Coverage: Intercom - Transmitter/receiver, headset, microphone, splitter, console pad, cables and jacks; Audio Entertainment - Receiver, CD player, navigation system, audio jacks, MP3 player, alarm system; Fairing Hardware - Mounting hardware, brackets, switches, covers, latches and hinges; Saddlebag/Travel Trunks - Bags, travel trunks, latches, hinges and mounting hardware; Sidecar Hardware - Mounting hardware, hub, spindle, wheel bearings, brake rotor, caliper, lines and fittings, suspension, latches and hinges.

VALUE ATV, UTV, SCOOTER:

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Water Pump: Impeller shaft; bushings; bearings and housing.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. **Clutch assembly and cables are NOT covered.**

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive

gears and chains; internal selector mechanism; case.

Drive Assemblies (Shaft Driven Powersport Vehicles): Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings.

Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; steering stem nut and rod ends; steering stem shaft, handlebar.

Brakes: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. **Light bulbs are not covered.**

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: For all Covered Parts listed for this VALUE Plan.

VALUE- PERSONAL WATERCRAFT:

Engine: All internally lubricated parts including pistons; piston rings and pins; crankshaft and main bearings; connecting rods and rod bearings; reed valves and reed blocks; cylinder head(s); and crankcase.

Lubrication: Complete oil injection system; oil pump; oil injection gear; oil tank; oil cap; oil level sensor; and oil lines.

Fuel: Fuel tank; petcock; and fuel lines.

Drive Line: Drive shaft; bushings; bearings; and flywheel.

Pump: Internally lubricated parts within the pump housing; housing; bearings; impeller; and bushings.

Controls: Starter and choke primer switches; run and stop switches; throttle control handle; throttle cable; and ignition switch.

Steering: Steering control assembly; steering gate; rudder; and nozzle (**excluding cables**).

Electrical: Alternator; starter; starter solenoid; ignition coil(s); rectifier; stator assembly; CDI control module; electronic ignitions module, voltage regulator; electronically operated gauges; and wiring harness.

Seals and Gaskets: For all Covered Parts listed for this VALUE Plan.

COMPLETE - ALL VEHICLES:

COMPLETE coverage provides exclusionary coverage for the Vehicle listed on the Registration Page. Exclusionary coverage means **We** will cover the necessary **Costs** of repairs for any **Breakdown to Your Vehicle**, less payment of the **Deductible** amount per repair visit, except for terms listed and parts under **Section VII – Exclusions- What this Agreement Does Not Cover**. Included in this coverage is the replacement of covered components resulting from the gradual reduction in performance due to normal wear and tear and use, when the wear exceeds the manufacturer's specifications.

ADDITIONAL COVERAGES UNDER THIS AGREEMENT

RENTAL REIMBURSEMENT: Rental reimbursement benefits apply to on-road motorcycles and scooters only. If the **Vehicle** requires repair due to a **Breakdown**, even when that part is covered by a factory warranty, **We** will reimburse **You** for actual substitute transportation expenses incurred up to forty dollars (\$40.00) per day for each day the **Vehicle** is undergoing covered repairs for a maximum of five (5) days per occurrence. Reimbursement for substitute transportation will not continue beyond the day on which the repairs are completed or the day that **You** are notified of the completion of the repair. For delays caused by inspections or parts availability, a substitute transportation allowance will be made for up to forty dollars (\$40.00) for two (2) additional days. To receive reimbursement, **You** must submit receipts from a licensed rental agency and dealer's invoice to **Us**. The total benefit per occurrence, including the substitution transportation allowance of two (2) additional days (if applicable) will not exceed two hundred eighty dollars (\$280.00).

VEHICLE PICKUP BENEFIT: In the event of a **Breakdown**, **We** will reimburse **You** up to fifty dollars (\$50.00), for reasonable pickup and delivery charges associated with having **Your Vehicle** taken to a **Repair Facility**. **We** will require an itemized repair work order, with **Your** signature, to process reimbursement for pickup fees. **This benefit is for off-road ATV's, UTV's and Personal Watercraft vehicles only.**

DEDUCTIBLE REIMBURSEMENT: If **You** are required to pay a deductible for a **Breakdown** covered under another service contract, warranty or insurance policy, this **Agreement** will reimburse **You** for such deductible if the **Breakdown** would have been covered by this **Agreement**. The maximum benefit per covered **Breakdown** deductible reimbursement will be one hundred dollars (\$100.00). To receive reimbursement, **You** must submit documentation to **Us** showing **Your** payment of the applicable deductible.

KEY REPLACEMENT REIMBURSEMENT: If the **Vehicle's** keys are lost or become inoperable, **We** will reimburse **You** for the cost of a replacement key not to exceed one hundred dollars (\$100.00) per occurrence. If the key is inoperable due to a failed battery, reimbursement is limited to the cost of the battery and installation. To receive reimbursement, **You** must submit to **Us** showing **Your** payment of the replacement key cost.

ROADSIDE ASSISTANCE

Roadside Assistance benefits are provided to **You** for the term of the **Agreement** for up to one hundred dollars (\$100.00) per occurrence for on-road vehicles only. **You** are entitled to one (1) Roadside Assistance service per 72 hours. To receive these benefits, **You** must call the **Administrator** [888-904-2281] prior to receiving assistance and provide the representative **Your Agreement** number found on the top right corner of the **Registration Page**. Roadside Assistance benefits are only available while this **Agreement** is in effect. The following benefits are available:

(1) Towing – When towing is necessary, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a fifteen (15)

mile limit. Charges for mileage more than fifteen (50) miles are **Your** responsibility. Towing costs are subject to the per occurrence limit above, any additional costs will be **Your** responsibility, and payment will be expected at time service is rendered. **You** must be with **Your Vehicle** at the time of pick-up.

- (2) **Battery Service** – If a battery failure occurs, a jump start will be applied to start the **Vehicle**.
- (3) **Flat Tire Assistance** – **Vehicle** will be towed to the nearest service facility subject to the benefit limitations for Roadside Assistance Towing.
- (4) **Emergency Fluid Delivery Service** – An emergency supply of up to three (3) gallons of gasoline; oil, fluid or water will be delivered to **You** if the **Vehicle** is in immediate need. **You are responsible for and must pay for the fuel or other fluids when it is delivered.**
- (5) **Lost/Damaged Key** – If the **Vehicle's** keys are lost or become inoperable, the **Vehicle** will be towed to the nearest qualified facility or a location of **Your** choosing subject to a fifteen (15) mile limit. Charges for mileage more than fifteen (15) miles are **Your** responsibility.

TERMS AND CONDITIONS

This **Agreement** is subject to the following terms and conditions. No alterations, changes or waivers of provisions may be made to this **Agreement**. The benefits available under this **Agreement** are strictly provided to **You** for repairs to the covered components.

1. This **Agreement** is between **You** and the **Obligor** and applies only to the **Vehicle** identified in the **Registration Page** under the Vehicle Information section. In no event will the **Administrator** be liable for any direct, indirect, punitive, special, incidental, consequential damages or any damages arising out of or connected with the repairs performed under this **Agreement**.
2. **Agreement Period** – The coverage for **Your** used **Vehicle** begins on the **Agreement** Purchase Date as indicated on the **Registration Page** and expires on the passing of the number of months indicated. The coverage for **Your Vehicle** identified as the **Vehicle** Model on the **Registration Page** on the **Agreement** Purchase Date begins on the **Agreement** Purchase Date, or factory warranty expiration date.
3. **Limit of Liability** – **Our** maximum liability for Coverage is the **Cost** to repair any **Breakdown** as per the terms of this **Agreement**. The total of benefits payable for the **Term** of the **Agreement** will not exceed the lesser of: original **Vehicle** Purchase Price as shown on the **Registration Page** or the J.D. Power NADA Guide for trade-in value of the **Vehicle** at the time of repair.
4. **Odometer** – **Your** odometer/hour meter must always function and display. A non-working odometer/hour meter, display or cluster containing the odometer/hour meter, or odometer/hour meter that has been stopped, altered or misrepresents the actual mileage/hours voids the **Agreement** without cancellation. No refund will be paid (if applicable).
5. Coverage is limited to the repair or replacement of any covered component found to be defective beyond manufacturer's specifications, which includes covered components listed on a Manufacturer's Technical Service Bulletin which has caused or created a **Breakdown** as defined in this **Agreement**. Repairs will be made whenever possible, **We** reserve the right to make repairs and replacements using parts that include new, remanufactured, used or non-original equipment manufactured parts; all parts will conform to manufacturer's specifications.
6. **Breakdown** of a **Covered Part** must occur while the **Agreement** is in force.
7. **Administrator** will make arrangements for payment in the amount of the authorized amount less related charges not covered by the **Agreement**, less **Your Deductible** per repair visit, if applicable.
8. **You** must provide **Your Agreement** number when contacting the **Administrator**.
9. **Obligor** does not allow any third party to create any obligation or liability in connection with this **Agreement** or denial of a claim.
10. The **Seller** is not an agent of the **Administrator**.
11. **Notice to Consumers**: The terms of this **Agreement** control the **Agreement** between **You** and **Us**. No change or modification to the written terms is valid. Misrepresentation in the **Registration Page** will result in rejection or cancellation of this **Agreement**. If a provision of this **Agreement** is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the validity or enforceability in that jurisdiction of any other provision of this **Agreement**.
12. **Subrogation**: If **You** receive benefits under this **Agreement** and **You** have a right to recover from another party including, without limitation, any manufacturer, insurance company or service agreement provider who may be responsible to **You** for costs, repairs or services under this **Agreement**, **Your** rights to recover automatically become **Our** rights to recover. If **We** ask, **You** agree to cooperate with **Us** in any matter concerning this **Agreement** or, to enforce **Our** rights.
13. Coverage is limited to **Breakdowns** which occur during the **Agreement Term**. This **Agreement** applies only to repairs occurring within the United States of America or Canada.
14. **Privacy Policy**: For information on privacy practices, please review the privacy policy at [www.headstartwarrantygroup.com].

CLAIM PROCEDURES

A. Maintenance Requirements and Service History

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle.

NOTE: Your Owner's Manual may list different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, regardless of if work was performed by You or a Repair Facility. "Proof" means repair orders from a Repair Facility and/or a self-maintained maintenance log that has corresponding "purchase receipts" for oil and filter, coolant, and brake system flush, etc. A self-maintained log without corresponding "purchase receipts" is not acceptable "Proof" of maintenance.

B. Filing a Claim

You are responsible for all expenses and repair costs if it is determined that the Breakdown is not covered under this Agreement. If Your Vehicle

incurs a Breakdown, it is Your responsibility to ensure that You and a Repair Facility follow the procedures listed below.

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. **Prevent Further Damage** – Take immediate action to protect Your Vehicle from further damage. Your Agreement will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of coverage.
2. **Take Your Vehicle to any Repair Facility** - Take Your Vehicle to or contact any Repair Facility. Your Vehicle must be at a Repair Facility for a claim to be submitted. If You need assistance in locating a Repair Facility, contact the Administrator at [888-964-1899]. If Your Vehicle requires towing to the Repair Facility the Towing reimbursement is limited to fifteen (15) miles. Costs for mileage more than fifteen (15) miles will be Your responsibility. Provide Repair Facility with a copy of Your Agreement and/or Your Agreement Number.
3. **Repair Authorization** – Prior to any repair being made, the Repair Facility must contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator's Claim Department can be contacted at 888-964-1899. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.
The Administrator can be contacted [Monday through Friday, 8:00 a.m. to 6:00 p.m. Central Standard Time at (888) 964-1899] or by fax at [800-811-2660]. Please have Your last eight (8) of Vehicle/Hull Identification Number available. For 24/7 claim assistance, You can email Us at [claims@headstartwarrantygroup.com] or visit Our website, [headstartwarrantygroup.com], File a Claim tab.
The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive prior approval.
4. **EMERGENCY REPAIRS (Non-Business Hours Only)** - If You require emergency repairs, or services outside of Our regular business hours, You may take one of the following steps: (1) Wait until regular business hours and then follow the normal claim procedures, (2) authorize and pay for any teardown or diagnostic time needed to determine whether You have a Breakdown. If You reasonably determine that You have a Breakdown and You choose to have Your Vehicle repaired, You are responsible for paying for the repair. You must then call the Administrator during the next available business hours so the Administrator can determine whether there was a Breakdown. If the Administrator determines that there was a Breakdown, then We will pay You in accordance with the terms and conditions of this Agreement.
5. **Authorize Tear-Down** – In some cases, You may need to authorize the Repair Facility to inspect and/or tear down Your Vehicle in order to determine the cause and cost of the repair. The Repair Facility must save all parts, fluids, and filters, and must not clean any parts without Administrator authorization. You will be responsible for these charges if the Breakdown is not covered under this Agreement. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
6. **Review Coverage** – After the Administrator has been contacted and provides authorization, review with the Repair Facility what will be covered by this Agreement.
7. **Pay Any Applicable Deductible** – We will reimburse the Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.
8. **Proof of Service and/or Repair** – To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding receipts, may be requested by the Administrator for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement. All receipts must be legible and verifiable. Handwritten receipts will not be accepted.

EXCLUSIONS –WHAT THIS AGREEMENT DOES NOT COVER

All parts not specifically listed under Covered Parts are not covered under this Agreement. In addition, this Agreement provides no benefits or coverage and We have no obligation under this Agreement for:

1. Damage, failure or Breakdown of any Covered Part which was not in good, safe working order, structurally intact, damaged or was missing parts on the effective date of this Agreement;
2. Damage, failure or Breakdown which was caused by a condition or exacerbated by a condition existing prior to the purchase of this Agreement;
3. Damage, failure or Breakdown of: (a) a Covered Part caused by the failure of a non-covered part; or (b) of a non-covered part caused by the failure of a Covered Part.
4. Loss or expense arising from repairs performed without Our prior authorization.
5. Damage, failure or Breakdown occurring after You no longer own the Vehicle.
6. Damage, failure or Breakdown of a non-covered part. However, at Our sole discretion We may authorize the repair, replacement, adjustment or alignment of a non-covered part when required in conjunction with a covered repair.
7. Damage, failure or Breakdown of a replacement part not originally supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the Vehicle manufacturers design specifications and wear tolerances.
8. Damage or failure to any part which does not meet the definition of a Breakdown as defined in in the Definitions section of this Agreement or any part which has not failed or resulted in a verifiable Breakdown but is replaced based on the manufacturer's or the Repair Facility's recommendation.
9. Damage, failure or Breakdown caused by improper previous repair, improper servicing, lack of proper type and amount of fuel, fluids, coolants and/or lubricants, sludge buildup, foreign object, carbon, fluid contamination, fuel contamination, oil contamination, water contamination, poor quality fuel, lack of oil viscosity, improper fuel mixture, restricted oil flow, oil additives, improper maintenance, freezing, rust, corrosion, Your failure to maintain the Vehicle as recommended by the Vehicle manufacturer or Your failure to store the Vehicle as recommended by the Vehicle

manufacturer or take reasonable precaution to protect the Vehicle from the elements.

10. Damage, failure or Breakdown caused by acts of God, natural disaster, accident, civil commotion or riot, war (whether or not declared) nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood and/or water intrusion, theft or larceny, vandalism, windstorm, animals (including pets), hail, lightning, malicious mischief, and/or other external forces or events.
11. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from any intentional, dishonest, fraudulent, criminal or illegal acts, negligence, abuse, excessive use or misuse committed by You, Your employee or agent, or occurring during repossession by the Finance Company or its representative.
12. Damage, failure, Breakdown, loss or expense resulting directly or indirectly from Your failure to follow the manufacturer's guidelines for the Vehicle including use of the Vehicle in a manner not recommended by the manufacturer or in a way that exceeds the manufacturer's recommendations.
13. Damage, failure or Breakdown caused by Your failure to take or cause to be taken, reasonable precautions to prevent damage when an apparent problem exists (e.g. change in engine temperature, unusual noises, smoking, leaking fluids) or caused or exacerbated by the continued operation of the Vehicle while in a failed state or failing condition.
14. Damage, failure, Breakdown, loss or expense ordinarily covered by a primary carrier insurance policy (including personal property, comprehensive or uninsured motorist coverage).
15. Damage, failure or Breakdown covered by a manufacturer's warranty, state required warranty, dealer warranty or a Repair Facility's guarantee (regardless of whether such warranty or guarantee is being honored).
16. Damage, failure or Breakdown ordinarily covered by the manufacturer's warranty but denied because (a) the warranty is not valid in the U.S. or Canada; (b) the warranty has been voided prematurely by the manufacturer; (c) the manufacturer is out-of-business; or (d) of any other circumstance where the manufacturer cannot or will not honor its warranty.
17. Damage, failure or Breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense.
18. Damage, failure or Breakdown to any components that are not original equipment supplied by the manufacturer.
19. Damage, failure or Breakdown and/or subsequent repair(s) occurring outside of the United States of America, or Canada.
20. Damage, failure or Breakdown of any part if the odometer or hour meter (if applicable) is inoperative or has been tampered with or has been disconnected after Your purchase of Vehicle.
21. Damage, failure or Breakdown if the Vehicle is used commercially for business enterprise, trade, profession or occupation and or a Vehicle used for construction purposes, route work, mobile repair services, delivery, commercial towing, commercial farm operation, volunteer public service(s), commercial snow plowing, rental, livery, taxi, Uber, Lyft, or similar services, any type of emergency Vehicle, a Vehicle used by a governmental agency including military, fire or police departments or a Vehicle used for competitive driving or racing or competitive off-road driving or racing.
22. Damage, failure or Breakdown caused by towing a trailer or another Vehicle unless the Vehicle is equipped for towing as recommended by the manufacturer.
23. Damage, failure or Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
24. Damage, failure or Breakdown if the Vehicle is not certified for sale within the United States or Canada at the time of its manufacture or if its title has been branded as rebuilt, salvage, irreparable, total loss or junk.
25. Failures resulting from modifications, alterations, or installations not approved or recommended by the Vehicle manufacturer.
26. Fees or expenses charged for shop supplies or for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials or for storage, freight and/or core charges.
27. Damage, failure or Breakdown caused by carbon seized pistons or piston rings or coking of pistons or rings, valve grinding or valve replacement or incorrect spark plugs. Piston or piston ring replacement to raise the engine compression is not covered.
28. Damage, failure or Breakdown of the engine or transmission/drive axle caused by water ingestion from a source external to the assembly (e.g. creeks, floods, etc.) including water or other fluid being ingested through the engine's air intake system.
29. The cost of fluids and/or filters unless required to complete repairs associated with a claim covered by this Agreement.
30. The cost of diagnosis, disassembly and/or assembly in connection with a claim not covered by this Agreement.
31. Repair of cosmetic imperfections of any kind.
32. Any of the following parts except as covered in the VALUE Motorcycle or COMPLETE (Motorcycles Only): Antenna, mirrors; Audio systems, speakers and wiring; cellular telephone or GPS systems; Battery (except for selected coverage); fuses, and fusible links; Belts, hoses, lines, clamps and grommets; Brake pads and rotors, clutch discs and linings; Shock absorbers; Trailer hitches, Body parts, structural framework; non-permanent attaching parts; windshield, and windshield mounts, and windshield wiper Blades; Exhaust system rust or discoloration; Fairing (except as specified in VALUE Motorcycle under Covered Parts); Trim, moldings, upholstery, and paint; Welds; Filters, housings and thermostat; Final drive chain or belt, and dry clutch; Frame (except integral oil/fuel tanks); Glass, glass framework, lenses, sealed beams, and light bulbs; Mufflers or baffles; Sidecar (except as specified in VALUE Motorcycle under Covered Parts); spark plugs and spark plug wires; Fastening adhesives; Tires, Wheels, and spokes; Nuts, bolts, fasteners; Snowplow blade (including attachment hardware and mechanisms); Winches.
33. Any maintenance services specified in the Vehicle owner's manual and/or any service listed herein: Scheduled maintenance services, and storage and winterization services; Cleaning of fuel and/or cooling systems; Replacement or addition of fluids, lubricants or additives; Cleaning of fuel and/or cooling systems; Surfacing of cylinder heads; Engine tune-up or Transmission service; Wheel balancing or spoke adjustment; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Alignment or adjustment of parts, unless necessary in connection with a breakdown repair; Ignition/fuel system adjustments and calibrations; Correction of water or air leaks, squeaks, rattles or wind noise.

TRANSFER OF THIS AGREEMENT

To transfer this Agreement, email [adminsupport@heardstartwarranty.com] to request a Transfer Form. This Agreement applies only to the Agreement Holder and the Vehicle listed on the Registration Page. This Agreement, however, may be assigned or transferred at the request of the Agreement Holder to any new owner of the Vehicle while the Agreement is still in force by written notification and payment to the Administrator of a fifty-dollar (\$50.00) transfer fee, and providing proof of continuation of the service requirements. Transfer to the new owner must be completed within thirty (30) days of purchase. If any portion of the manufacturer's warranty is in effect at time of transfer, the transfer of the Agreement will be valid only if the manufacturer's warranty is also properly transferred. Completed forms or materials evidencing the properly executed transfer of any manufacturer's warranty coverage in effect on a Vehicle must be received from the Agreement Holder in addition to a copy of the bill of sale which lists the current mileage by the Administrator before this Agreement will be transferred.

CANCELLATION OF THIS AGREEMENT

- A. **You** may cancel this Agreement for any reason by contacting the **Seller** or **Administrator**.
- B. If the **Vehicle** and this Agreement have been financed, the lien holder may cancel this Agreement for non-payment, or if the **Vehicle** has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lien holder and the lien holder is also entitled to any refund. If the lien holder cancels this Agreement within thirty (30) days of the Agreement Purchase Date a full refund of the total Agreement Purchase Price, less any claim(s) paid will be provided. If the lien holder cancels this Agreement at any other time, a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force, less claim(s) paid and less the applicable cancellation fee in the amount of fifty (\$50.00) dollars. The **Term** of this Agreement for cancellation purposes will be based on the **Vehicle** Purchase Date. In the event of **Your** cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
- C. **You** may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. If **You** cancel this Agreement after thirty (30) days, **You** will receive a pro-rata refund of the total Agreement Purchase Price, based on the number of days the Agreement was in force, less a cancellation fee of fifty (\$50.00) dollars, and less any claims paid. The **Term** of this Agreement for cancellation purposes will be based on the **Vehicle** Purchase Date. Refunds will be payable to **You** or the lien holder, if applicable. In the event of **Your** cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel or sooner if required by state law.
- D. In the event the Agreement Purchase Price is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by Payment Plan provider would be deducted from the refund amount due to **You**.
- E. All refunds will be issued through the **Seller** from whom the Agreement was purchased.
- F. **We** reserve the right to cancel this Agreement upon the occurrence of any of the following:
- Failure by **You** to pay an amount when due.
 - Conviction of the **Agreement Holder** of a crime, which results in an increase in the service required under this Agreement.
 - Discovery of fraud or material misrepresentation by the **Agreement Holder** in obtaining this Agreement or in presenting a claim for service here under.
 - Discovery of an act or omission by the **Agreement Holder**, or a violation by the **Agreement Holder** of any condition of this Agreement, which occurred after the Agreement Purchase Date and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the **Vehicle** or if for any reason it does not record the actual mileage of the **Vehicle** after the Agreement Purchase Date and the actual mileage of the **Vehicle** cannot be established to a reasonable degree of certainty, and if the **Vehicle** is used for **Commercial Use**.
 - A material change in the nature or extent of the required service or repair which occurs after the Agreement Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.

No cancellation of this Agreement by the **Administrator** shall become effective until fifteen (15) days after the notice of cancellation is mailed to **You**. The **Administrator** will not charge a cancellation fee if this Agreement is cancelled by the **Administrator**.

If the **Administrator** cancels this Agreement within thirty (30) days of the Agreement Purchase Date, a full refund of the total Agreement Purchase Price will be issued, less any claims paid. If the **Administrator** cancels this Agreement after thirty (30) days, a pro-rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force or the miles driven compared to the total Agreement Term will be issued, less any claims paid.

In the event of **Our** cancellation of this Agreement, any refund owed will be paid or credited no more than thirty (30) days from the effective date of **Our** cancellation or sooner if required by state law.

RIGHT OF REMOVAL

In the event of any dispute between **Us** and the **Repair Facility**, **We** shall have the right, with **Your** permission, to remove the **Vehicle** to a **Repair Facility** of **Our** choice and at **Our** expense.

PAYMENT PLAN OR FINANCIAL AGREEMENT

In the event the Agreement Purchase Price is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the **Term** of this Agreement will be modified to reflect the portion of the Agreement for which **You** have paid and was received by the Payment Plan provider (or

its equivalent). The modified **Term** of the **Agreement** will be calculated on a pro-rata basis by adding the time from the **Agreement** Purchase Date as listed on the **Registration Page**. **You** may contact [(888) 964-1899] to obtain the modified **Term**.

In the event the purchase of this **Agreement** was financed by a funding party through a Payment Plan (or its equivalent), the funding party shall be entitled to any refund(s) resulting from cancellation of this **Agreement** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Agreement** and no refund will be due and no claims will be approved.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Agreement** that is separate and apart from the purchase price **You** paid for the **Vehicle**. Because of that separability stated consideration, **You** agree and acknowledge that this **Agreement** is not part of the basis of the bargain for **Your** purchase of the **Vehicle**. **You** further agree and acknowledge that, the **Administrator** or **Obligor** under this **Agreement**, are not the supplier of the **Vehicle**. Consequently, this **Agreement** is not a "written warranty" under the Federal Magnuson Moss Warranty Act. As a result, this **Agreement** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTY THAT REPAIRS OR PERFORMANCE WILL BE OF ANY PARTICULAR STANDARD OR QUALITY.

INSURANCE STATEMENT

Our obligations under this **Agreement** are insured by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001. In the event **We** cease to operate, become bankrupt or fail to pay any valid claim within sixty (60) days after proof of loss has been filed, **You** may make a direct claim to the insurer at the above address.

DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this **Agreement**), **You, We**, the **Administrator/Obligor** (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this **Agreement**, including but not limited to claims related to the underlying transaction giving rise to this **Agreement**, or claims related to the sale, financing or fulfillment of this **Agreement** (collectively, "Claims"), be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under Agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of **Our** or the **Administrator's** owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. **You** acknowledge **Your** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this **Agreement**.

The Parties agree and acknowledge that the transaction evidenced by this **Agreement** affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where **You** purchased the **Agreement** shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including **You**, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on **Your** behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent

jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR AGREEMENT). To opt out, You must send written notice to Headstart Warranty Group LLC, [14114 North Dallas Pkwy., Ste. 600, Dallas, Texas 75254]. You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

STATE REQUIREMENTS AND DISCLOSURES

ALABAMA

CANCELLATION, C., is deleted in its entirety and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro rata refund of the total Agreement Purchase Price based on the number of days the Agreement was in force or the miles driven compared to the total Agreement Term, less any claims paid and less the applicable cancellation fee. A cancellation fee not to exceed twenty-five dollars (\$25) will be charged for cancellation occurring after thirty (30) days. No cancellation fee will be charged if We cancel Your Agreement. The Term of this Agreement for cancellation purposes will be based on the Vehicle Purchase Date. 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 Agreement to Us. **Consequential damages and Pre-existing Conditions are excluded under this Agreement.** The Agreement will be governed under the laws of the State of Alabama.

ALASKA

Marine equipment such as PERSONAL WATERCRAFT, and off-road vehicles such as ATV/UTV, and SCOOTERS, are exempted from Alaska Statutes AS 28.10.011. These vehicle types are not subject to Department review.

Any language establishing a time limit to file claims is not permissible unless denial is also contingent on prejudice suffered by provider.

CLAIM PROCEDURES, B., 8., Proof of Service and/or Repair is amended as follows: Handwritten receipts will be thoroughly reviewed.

CANCELLATION section is modified as follows: In the event of material misrepresentation by the Agreement Holder in pursuing a claim will cancel the coverage provided under this Agreement and any applicable refund will be paid according to the CANCELLATION section.

If You cancel this Agreement within thirty (30) days from the Agreement Effective Date, a ten percent (10%) per month penalty of the full provider fee shall be added to any refund owed that is not paid within forty-five (45) days. If You cancel this Agreement after thirty (30) days, a ten percent (10%) per month penalty of the unearned provider fee shall be added to any refund owed that is not paid within forty-five (45) days.

CANCELLATION, B., is amended as follows: A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less.

CANCELLATION, C., is deleted in its entirety and replaced with the following: The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a full refund of the total Agreement Purchase Price, less any claims paid. The Agreement Holder may cancel this Agreement after thirty (30) days and receive a pro rata refund of the total Agreement Purchase Price based on the number of days the Agreement

was in force compared to the total **Agreement Term**, less the applicable cancellation fee. A cancellation fee of seven and one-half percent (7.5%) or twenty-five dollars (\$25), whichever is less. The cancellation fee is only applicable if **You** cancel the **Agreement** after thirty (30) days the **Agreement** was delivered to **You**. If this **Agreement** is cancelled, **We** shall refund or credit to **You** the prorated amount of the unearned **Agreement** Purchase Price, less any claims paid, within forty-five (45) days after the return of this **Agreement** to **Us**.

CANCELLATION, F. is amended as follows: If the **Administrator** cancels this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund or credit of the total **Agreement** Purchase Price will be issued, less any claims paid. If the refund is not paid or credited within forty-five (45) days after the **Administrator** cancels this **Agreement**, a ten percent (10%) penalty of the unearned **Agreement** Purchase Price paid by the **Agreement Holder** for each month the refund remains unpaid shall be added to the refund.

We may only cancel this **Agreement** for the following reasons: (1) **Your** nonpayment of the **Agreement** Purchase Price; (2) **Your** conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this **Agreement**; (3) discovery of fraud or material misrepresentation made by **You** in obtaining the **Agreement** or pursuing a claim under this **Agreement**; (4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Agreement**; (5) physical changes in the **Vehicle** that results in the **Vehicle** becoming ineligible for coverage under the **Agreement**; or (6) a substantial breach of duties by **You** related to the **Vehicle**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** at least five (5) days before cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or fraud or a material misrepresentation by **You** in obtaining this **Agreement** or by **You** in pursuing a claim under the **Agreement**.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER - is deleted in its entirety and replaced with: If **You** and the **Administrator/Obligor** fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of **Agreement** on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal, shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict **Your** rights or the rights of the **Administrator/Obligor**.

This **Agreement** will provide coverage if **Your Vehicle** is used for snow removal, provided it is properly equipped for such use and is not used commercially.

INSURANCE STATEMENT: is amended as follows: in the event the **Obligor** fails to provide a covered service within thirty (30) days after the **Agreement** Holder notifies the **Obligor** of a claim, or if the **Obligor** becomes insolvent or ceases to conduct business during the Term of this **Agreement**, **You** may file a direct claim with the insurer as designated above.

TERMS AND CONDITIONS, Odometer is deleted and replaced with the following: **Your** odometer/hour meter must always function and display. A non-working odometer/hour meter, display or cluster containing the odometer/hour meter, or odometer/hour meter that has been stopped, altered or misrepresents the actual mileage/hours will result in denial of coverage under this **Agreement**.

ARIZONA

CANCELLATION, C., is amended as follows: **You** may cancel this **Agreement** by submitting a written request containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price, based on the number of days the **Agreement** was in force, less claims paid and less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned **Agreement** pro-rata purchase price, whichever is less.

CANCELLATION, F. is amended as follows: **We** may not cancel or void this **Agreement** or any provisions of this **Agreement** due to acts or omissions by **Us**, **Our** assignees or subcontractors for their failure to provide correct information or to perform services or repairs in a timely, competent, and workman like manner. This **Agreement** will be cancelled or voided by **Us** or **Our** representatives for the following material acts or omissions after the **Agreement** Purchase Date: (a) fraudulent or unlawful acts by **You** arising out of or relating to the **Agreement**; (b) **You** use a covered consumer product in a manner other than as intended by the manufacturer that is likely to increase the likelihood that the consumer product will be damaged or require repairs. Consequential damages are excluded under this **Agreement**. Parts or components repaired or replaced under the **Agreement** will not be excluded from coverage.

The **DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** is amended to include: 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 file any complaint with the Arizona Department of Insurance and Financial Institutions (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 difi.az.gov.

EXCLUSIONS – WHAT THIS AGREEMENT DOES NOT COVER

9. is amended as follows: Damage, failure or Breakdown caused by lack of proper type and amount of fuel, fluids, coolants and/or lubricants, sludge buildup, foreign object, carbon, fluid contamination, fuel contamination, oil contamination, water contamination, poor quality fuel, lack of oil viscosity, improper fuel mixture, restricted oil flow, oil additives, improper maintenance, freezing, rust, corrosion, **Your** failure to maintain the **Vehicle** as recommended by the **Vehicle** manufacturer or **Your** failure to store the **Vehicle** as recommended by the **Vehicle** manufacturer or take reasonable precaution to protect the **Vehicle** from the elements

ARKANSAS

The **CANCELLATION** section is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount. Arbitration clause is non-binding and voluntary.

COLORADO: In the event the **Obligor** fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim

with the insurance company listed in **INSURANCE STATEMENT** of this **Agreement**. Policy Number TX249.

CONNECTICUT

If this **Agreement** has a Term of less than one (1) year, the **Agreement Term** shall be extended for the time period the **Vehicle** is being repaired under this **Agreement**.

CANCELLATION, C., is amended as follows: This **Agreement** may be cancelled by **You** at any time for any reason by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**.

You may pursue arbitration to settle disputes between **You** and the **Administrator**. A written complaint containing a description of the dispute, the purchase or lease price of the **Vehicle**, the cost of repair of the **Vehicle** and a copy of **Your Agreement** may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

We do not offer in-home service for Your Vehicle.

FLORIDA

CANCELLATION, B., is amended as follows: If the lien holder cancels this **Agreement** at any other time, a pro-rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force, less claim(s) paid and less the applicable cancellation fee in the amount of fifty (\$50.00) dollars or ten percent (10%) of the unearned pro rata premiums, whichever is less.

CANCELLATION, C., is deleted and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement**. During the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. After the first sixty (60) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** a pro rata amount of the **Agreement** Purchase Price, based on the number of days the **Agreement** was in force, less any claims paid and less a fifty dollar (\$50) cancellation fee or ten percent (10%) of the unearned pro rata premium, whichever is less.

CANCELLATION, F., is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first sixty (60) days of the **Agreement** Purchase Date for any reason. After sixty (60) days, **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of **Agreement** Purchase Price or if **You** have failed to maintain the covered parts as prescribed by the manufacturer. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid on **Your Agreement**. If **We** cancel this **Agreement** for non-payment of the **Agreement** Purchase Price by **You**, **We** shall provide **You** notice of cancellation by certified mail. If **Your Agreement** is financed, the lien holder has the right to receive any portion of the cancellation refund amounts. If **Your** covered **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lienholder to cancel this **Agreement**. The lien holder, if any, will be named on a cancellation refund check as their interest may appear.

A forty dollars (\$40) transfer fee is applicable.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. **The Agreement Purchase Price charged for this Agreement is not subject to regulation by the FL Office of Insurance Regulation.**

GEORGIA

CANCELLATION, B., is amended as follows: If the lienholder cancels the **Agreement** after thirty (30) days of the **Agreement** Purchase Date, the cancellation fee is fifty dollars (\$50) or ten (10%) percent of the pro rata refund amount, whichever is less.

CANCELLATION, C., is amended to read as follows: If **You** cancel the **Agreement** within thirty (30) days of the **Agreement** Purchase Date, the cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days of the return of this **Agreement** to **Us**. If cancelled after thirty (30) days, the cancellation fee will be fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less. If **You** cancel this **Agreement** and have not received a refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified in the **INSURANCE STATEMENT**. In the event of cancellation, **You** will not be charged for claims paid or repair service fees.

CANCELLATION, F., is amended as follows: **We** may cancel this **Agreement** for non-payment of the **Agreement** Purchase Price or for material misrepresentation, or for fraud and no cancellation fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price, less any claims paid.

Pre-existing conditions known to **You** are not covered, including any covered part that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

ADDITIONAL COVERAGES UNDER THIS AGREEMENT, DEDUCTIBLE REIMBURSEMENT is amended as follows: If **You** are required to pay a deductible for a **Breakdown** covered under another service contract or warranty, this **Agreement** will reimburse **You** for such deductible if the **Breakdown** would have been covered by this **Agreement**.

TERMS AND CONDITIONS, Odometer is deleted and replaced with the following: **Your** odometer/hour meter must function and display at all times. A non- working odometer/hour meter, display or cluster containing the odometer/hour meter, or odometer/hour meter that, subsequent to the purchase of this **Agreement**, has been stopped, altered or misrepresents the actual mileage/hours will result in denial of coverage under this **Agreement**.

EXCLUSIONS –

- **9.** Is amended to delete sludge buildup.
- **20.** Is amended to read as follows: **Your odometer must always function and display. a non-working display or cluster containing the odometer, or odometer that has been stopped, altered or misrepresents the actual mileage after the purchase of this Agreement will result in denial of coverage under this Agreement.**
- **25.** Is amended to read as follows: **Failures resulting from modifications, alterations or installations made by You or with Your knowledge not approved or recommended by the Vehicle manufacturer.**

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER provision is deleted in its entirety. Arbitration does not apply in Georgia. The **OPT-OUT PROVISION** only applies to the **CLASS ACTION WAIVER**.

The funding party and lienholder may only cancel for nonpayment in the event of a total loss or repossession of the **Vehicle**.

HAWAII

CANCELLATION, C., is amended as follows: If **You** cancel this **Agreement** 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.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, **We** will mail a written notice to **Your** last known address stating the effective date of cancellation at least five (5) days prior to effective date of cancellation. A notice will not be provided if cancellation is for non-payment, material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle** or its use.

IDAHO

CANCELLATION, C., is amended as follows: Claims paid will not be deducted from **Your** cancellation refund amount.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to file a claim. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Coverage afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

CANCELLATION, C., is amended as follows: If **You** elect cancellation, **We** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50).

Your Agreement is amended to include: **Normal wear and tear is covered except where excluded herein.**

INDIANA

Your proof of payment to the **Seller** for this **Agreement** shall be considered proof of payment. This **Agreement** is not insurance and is not subject to Indiana insurance law. **INSURANCE STATEMENT** is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

IOWA

CANCELLATION, C., is amended to include the following: If cancelled after the first thirty (30) days, the cancellation fee for cancellation by **You** can be no more than ten percent (10%) of the **Agreement** Purchase Price or fifty dollars (\$50), whichever is less. If **You** cancel this **Agreement** within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days prior to the date of cancellation. In the event of cancellation by the **Obligor**, notice of cancellation will state the effective date of cancellation and the reason for the cancellation.

Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. This **Agreement** is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537.

INSURANCE STATEMENT is amended as follows: Obligation of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim or provide a refund within sixty (60) days after proof of loss has been filed, the **Agreement Holder** is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

LOUISIANA

CANCELLATION, C., is amended as follows: If **You** have requested cancellation within the first thirty (30) days, a full refund, less a fifty-dollar (\$50) cancellation fee, shall be issued. 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 this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is for non-payment of the **Agreement** Purchase Price, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. This **Agreement** is not regulated by the Louisiana Department of Insurance.

Any concerns or complaints regarding this **Agreement** may be directed to the Louisiana Attorney General.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is voluntary and non-binding.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

MAINE

CANCELLATION, C., is deleted and replaced with the following: **You** may cancel this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date and receive a full refund of the total **Agreement** Purchase Price plus any applicable sales tax, less any claims paid. **You** may cancel this **Agreement** after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less any claims paid and less the applicable cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less. The Term of this **Agreement** for cancellation purposes will be based on the date of purchase of the **Vehicle**. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of the request to cancel from **You**. 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 this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: **We** shall mail a written notice to **You** at **Your** last known address contained in **Our** records at least fifteen (15) days prior to cancellation to **Us**. The notice must state the effective date of the cancellation and the reason for the cancellation. If the **Administrator** cancels this **Agreement** within the first thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. If the **Administrator** cancels this **Agreement** after thirty (30) days, **We** shall refund to the **Agreement Holder** one hundred percent (100%) of the unearned pro rata **Agreement** Purchase Price, less any claims paid.

If an emergency repair is needed when **Our** claims office is closed and prior authorization for the repair cannot be obtained, **You** should proceed with the claim procedure and contact **Us** for the reimbursement consideration instructions on the next business day.

EXCLUSIONS – is amended to include the following: Consequential damages and **Pre-Existing Conditions** are not covered under this **Agreement**.

INSURANCE STATEMENT is amended as follows: If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Agreement** 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 **INSURANCE STATEMENT** of this **Agreement**.

MARYLAND

CANCELLATION, C., is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement Purchase Date**, a full refund will be issued, less any claims paid. If **You** cancel this **Agreement** after thirty (30) days, **You** will receive a pro rata refund of the total **Agreement Purchase Price** based on the number of days the **Agreement** was in force compared to the total **Agreement Term**, less any claims paid. The Term of this **Agreement** for cancellation purposes will be based on the date of purchase of the **Vehicle**. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month of the **Agreement Purchase Price** shall be added to a refund that is not made within forty- five (45) days of return of this **Agreement to Us**.

If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of cancellation from **You**.

Breakdown – A Breakdown will also be covered if it was caused by normal wear and tear of a covered component.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Maryland.

The transfer fee does not apply in Maryland.

The cost of tear down and diagnostics are included with loss covered by this **Agreement**.

INSURANCE STATEMENT is amended as follows:

You may file a direct claim with the insurance company listed in the **INSURANCE STATEMENT** section if **We** fail to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the **Us**.

This **Agreement** is extended automatically when the **Obligor** fails to perform the services under the **Agreement**. The **Agreement** does not terminate until the services are provided in accordance with the terms of the **Agreement**.

MASSACHUSETTS

CANCELLATION, C., is amended as follows: If **You** are the original **Agreement Holder** and **You** cancel this **Agreement** within thirty (30) days of the **Agreement Purchase Date**, **You** will receive a refund within forty-five (45) days of return of this **Agreement to Us**, otherwise a ten percent (10%) penalty per month shall be added to a refund. The **Obligor** of this **Agreement** is the **Seller** listed on the **Registration Page**.

MINNESOTA

CANCELLATION, C., is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to the **Obligor**. If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

MISSISSIPPI

This state does not regulate off-road vehicles. These vehicle types are not subject to Department review.

CANCELLATION, C., is amended as follows: The cancellation fee is not to exceed ten percent (10%) of the **Agreement Purchase Price** or fifty dollars (\$50), whichever is less. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement to Us**.

CANCELLATION, F., is amended as follows: If **We** cancel the **Agreement**, written notice of such cancellation will be mailed to **You** not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to **You** for non-payment of the **Agreement Purchase Price**, material misrepresentation, or substantial breach of duties by **You** relating to the covered product or its use. If **We** cancel this **Agreement** within the first thirty (30) days of the **Agreement Purchase Date**, a full refund of the **Agreement Purchase Price** will be issued, less any claims paid. After thirty (30) days, a pro rata refund of the total **Agreement Purchase Price** based on the number of days the **Agreement** was in force compared to the total **Agreement Term** will be issued less the amount of any claims paid.

This **Agreement** is not supported by a manufacturer or distributor.

IMPORTANT NOTICE ABOUT YOUR COVERAGE:

- 1.) This **Agreement** includes a binding Arbitration Agreement.
- 2.) The Arbitration Agreement requires that any dispute related to **Your** coverage must be resolved by Arbitration and not in a court of law.
- 3.) The results of the Arbitration are final and binding on **You** and **Us**.
- 4.) In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.
- 5.) When **You** become a **Agreement** holder under this **Agreement**, **You** must resolve any dispute related to the **Agreement** by binding arbitration instead of a trial in court, including a trial by jury.
- 6.) Binding arbitration generally takes the place of resolving disputes by a judge and jury.
- 7.) Should **You** need additional information regarding the binding arbitration provision in the **Agreement**, **You** may contact Our toll-free assistance line at [(888-964-1899)].

MONTANA

CANCELLATION is amended as follows: If the **Obligor** cancels this **Agreement** for, (1) nonpayment of the **Agreement Purchase Price**; (2) a material misrepresentation by **You**, or (3) a substantial breach of duties by **You**, no notice of cancellation will be sent.

If the **Obligor** cancels this **Agreement** for any other reason, the **Obligor** will mail a written notice to **You** at **Your** last known address stating the effective date and reason for cancellation at least five (5) days before cancellation.

NEBRASKA

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER section is deleted in its entirety and replaced with the following:

Any claim or dispute in any way related to this **Agreement**, by a person covered under this **Agreement** against **Us** or **Us** against a person covered under this **Agreement**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision will be subject to the following:

- a) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) No arbitration shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Nevada.

CANCELLATION, B., is deleted in its entirety.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Administrator** or **Seller** containing a copy of **Your Agreement** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Agreement** Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, **We** will refund **You** a pro-rated amount of the **Agreement** Purchase Price based on the number of days the **Agreement** was in force, less a twenty-five-dollar (\$25) cancellation fee, within forty-five (45) days after the **Agreement** has been returned to **Us**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is deleted in its entirety and replaced with the following: **We** may cancel this **Agreement** during the first thirty (30) days of the **Agreement** Purchase Date for any reason. After thirty (30) days, **We** may cancel this **Agreement** for material misrepresentation or fraud by **You** at time of sale or non-payment of **Agreement** Purchase Price by **You**. If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Agreement** Purchase Price. No claims paid on **Your Agreement** will ever be deducted from any refund issued pursuant to this **Agreement** in Nevada. If **We** cancel this **Agreement**, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. If **Your Agreement** is financed, the lender has the right to receive any lender portion of the cancellation refund amount, all other amounts will be returned to the **Agreement** Holder. No cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. This **Agreement** will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer.

However, if this **Agreement** has already been issued and the manufacturer's warranty becomes void during the Term of this **Agreement**, **We** will not automatically suspend all coverage. **We** will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, **We** will continue to provide any other coverage under this **Agreement**, unless such coverage is otherwise excluded by the terms of this **Agreement**. This **Agreement** is non-renewable. If **You** are not satisfied with the manner in which **We** are handling the claim on the **Agreement**, **You** may contact the Nevada Commissioner by use of the toll-free telephone number: (888) 872-3234 or <http://doi.nv.gov/>.

TRANSFER OF AGREEMENT is amended as follows: Transfer fee is twenty-five (\$25) dollars.

NEW HAMPSHIRE

CANCELLATION OF THIS AGREEMENT section is modified as follows: Any cancellation fee does not exceed the lesser of 10% of the **Agreement** Purchase Price or fifty dollars (\$50). No claims made or paid may be deducted from any cancellation refunds, including instances where **We** cancel this **Agreement**.

If **You** have any questions regarding this **Agreement**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Agreement** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at the following address: 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 (603) 271-2261.

Our obligations under this **Agreement** are insured by Dealers Assurance Company, 15920 Addison Rd., Addison, TX 75001 800-282-8913. In the event **We** cease to operate, become bankrupt or fail to pay any valid claim within sixty (60) days after proof of loss has been filed, **You** may make a direct claim to the insurer at the above address.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is subject to N.H. Rev. Stat. 542.

NEW JERSEY

The product being offered is a service contract is and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller.

CANCELLATION, C., is amended as follows: If **You** are the original **Agreement** Holder and **You** cancel this **Agreement** within thirty (30) days of the original **Agreement** Purchase Date, **You** will receive a refund within forty-five (45) days of return of this **Agreement** to **Us**; otherwise a ten percent (10%) penalty per month shall be added to a refund.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if cancelled due to non-payment by **You** of the **Agreement** Purchase Price; a material misrepresentation by **You** to **Us**; or substantial breach of duties by **You** relating to the **Vehicle** or its use.

NEW MEXICO

CANCELLATION, C., is amended as follows: If **Your** refund is not returned within sixty (60) days of return of this **Agreement** to **Us**, a ten percent (10%) penalty of the purchase price, for each thirty (30) day month or portion thereof that the refund remains unpaid will be added to the refund. If **You** cancel this **Agreement** thirty (30) days after the **Agreement** Purchase Date, a refund of 100% of the unearned pro rata **Agreement** Purchase Price will be provided, less a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** Purchase Price, whichever is less, and less any claims paid. The right to void this **Agreement** is not transferable and applies to only the original **Agreement** Holder.

CANCELLATION, F., is amended as follows: No **Agreement** that has been in effect for at least seventy (70) days and before one (1) year, will be cancelled by **Us**, except on any of the following grounds:

- (a) **You** fail to pay an amount when due;
- (b) **You** are convicted of a crime that results in an increase in the service required under the **Agreement**;
- (c) **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Agreement**, or in presenting a claim for payment;
- (d) **We** discover an act or omission by **You** or a violation by **You** of any condition of the **Agreement** that occurred after the effective date of the **Agreement** that substantially and materially increased the service required under the **Agreement**.

We will mail a cancellation notice to **You** at least fifteen (15) days prior to the cancellation effective date.

The notice of cancellation will be effective as of the date of termination as stated in the notice of cancellation.

If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK

CANCELLATION, C., is amended as follows: If this **Agreement** is originally delivered to **You** by mail, **You** may cancel this **Agreement** within thirty (30) days after the **Agreement** was mailed to **You** and receive a full refund of the **Agreement** Purchase Price provided no claim has been made under the **Agreement**. If a full refund is due to **You** under this **Agreement**, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If the **Obligor** cancels, a notice of cancellation will be sent to **You**, which will include the effective date of

cancellation and the reason for the cancellation. The **Obligor** will mail a notice of cancellation to **You** at least fifteen (15) days prior to cancellation. If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the insurance company.

NORTH CAROLINA

CANCELLATION is amended as follows: A twenty-five-dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. **We** may only cancel this **Agreement** for non-payment of premium or for a direct violation of the **Agreement** by **You**.

OHIO

THIS AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO THE INSURANCE LAWS OF THIS STATE.

CANCELLATION, C., is amended as follows: In the event **You** cancel this **Agreement** and no refund is received, **You** may contact the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement** for **Your** refund.

INSURANCE STATEMENT is amended as follows: Obligations of the **Obligor** under this **Agreement** are insured under a reimbursement insurance policy. If the **Obligor** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, the **Agreement** Holder is entitled to make a claim directly against the insurance company referenced in the **INSURANCE STATEMENT** section.

OKLAHOMA

Oklahoma License Number: 524413227.

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

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Agreement** is not guaranteed by the Oklahoma Insurance Guaranty Association.

CANCELLATION, C., is deleted and replaced with the following: **You** may cancel this **Agreement** by submitting a written request to the **Seller** containing a copy of **Your Agreement**. If **You** cancel during the first thirty (30) days from the **Agreement** Purchase Date, and no claim has been authorized or paid, **We** or the **Seller** will refund **You** 100% of the **Agreement** Purchase Price. After the first thirty (30) days from the **Agreement** Purchase Date, or if a claim was made within the first thirty (30) days, **We** or the **Seller** will provide a refund of ninety percent (90%) of the unearned pro-rata premium, less the cost of service provided under this **Agreement**. **We** may cancel this **Agreement** for material misrepresentation or fraud at time of sale or for non-payment of the **Agreement** Purchase Price, or if the **Vehicle** is determined to be ineligible for coverage.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement**, **We** or the **Seller** will refund **You** 100% of the **Agreement** Purchase Price, less the cost of service provided under this **Agreement**.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER section is amended as follows: While arbitration is mandatory, the outcome of any arbitration will be non-binding on the parties, and either party will, following arbitration, have the right to reject the arbitration award and bring suit in district court of Oklahoma.

OREGON

If **You** have any questions regarding this **Agreement**, or a complaint against the **Obligor**, **You** may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem Oregon 97301, (888) 877-4894.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER does not apply in Oregon. If an emergency repair must be performed outside of normal business hours, **You** may contact the **Administrator** during normal business hours to seek reimbursement of a covered claim.

ROADSIDE ASSISTANCE is amended by deleting the following from the list of non-included benefits: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the **Vehicle** in the commission of a felony.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with 36,000 miles or less at the time of sale; Provides coverage for ninety (90) days or 4,000 miles, whichever occurs first. Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale; Provides coverage for thirty (30) days or 1,000 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages and Exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

If **You** have any questions regarding this **Agreement**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29202-3105, (800) 768-3467.

CANCELLATION, C., is amended to include the following: A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement** for any reason, **We** will mail written notice to **You** at least fifteen (15) days prior to cancellation by **Us**. The notice of cancellation will state the effective date and reason for the cancellation. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

TEXAS

CANCELLATION, C., is deleted in its entirety and replaced with the following: If **You** cancel this **Agreement** before the thirty-first (31) day of the **Agreement** Purchase Date, **You** will receive a full refund of the total **Agreement** Purchase Price. If a claim has been incurred before the thirty-first (31) day, **You** shall receive a full refund of the **Agreement** Purchase Price less claims paid. If **You** cancel this **Agreement** after the thirty-first (31) day, **You** will

receive a pro rata refund of the total **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement** Term, less claims paid and the applicable cancellation fee in the amount of fifty dollars (\$50). The Term of this **Agreement** for cancellation purposes will be based on the **Vehicle** Purchase Date. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receives notice of cancellation from **You**. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: If **We** cancel this **Agreement** for any reason other than non-payment of the **Agreement** Purchase Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. The notice will state the effective date of cancellation and reason for cancellation.

If a covered claim is not paid or a refund not provided within forty-five (45) days after **You** have filed proof of loss with **Us**, **You** may contact or file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**.

If **You** have any questions regarding the regulation of this **Agreement** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation, 920 Colorado St., Austin, Texas 78701, or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

Our service contract provider license number is: 799

UTAH

Payment of this **Agreement** may be paid with cash, check or credit card by the **Agreement Holder** or financed with the vehicle loan or lease.

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

CANCELLATION, F., is amended as follows: This **Agreement** may only be canceled by **Us** on grounds of: (1) material misrepresentation; (2) substantial change in risk; or (3) substantial breaches of contractual duties, conditions or warranties. In general, If **We** cancel this **Agreement**, **We** will mail to **You** written notice of cancellation at least thirty (30) days before the cancellation date. However, if **We** cancel this **Agreement** within the first thirty (30) days after the **Agreement** Purchase Date or if **We** cancel this **Agreement** because **You** have defaulted in **Your** obligation to repay the amount financed by the lienholder, **We** will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any state licensed **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

INSURANCE STATEMENT is amended as follows: In the event the **Obligor** fails to pay a claim within sixty (60) days, or if the **Obligor** becomes insolvent or ceases to conduct business during the Term of this **Agreement**, **You** may file a direct claim with the insurer as designated in the **INSURANCE STATEMENT** section.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended as follows: ANY MATTER IN DISPUTE BETWEEN CONSUMER AND **OBLIGOR** MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM **OBLIGOR**. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH CONSUMER AND **OBLIGOR**. 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. THE ARBITRATOR SHALL BE PROHIBITED FROM AWARDED PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND EXEMPLARY DAMAGES. THE ARBITRATOR MAY AWARD A PARTY ONLY ITS ACTUAL DAMAGES AND THE ARBITRATOR MAY AWARD EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF. AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ. AN AWARD IN ARBITRATION WILL BE ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT BY ANY COURT HAVING JURISDICTION.

VERMONT

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for fraud or material misrepresentation affecting the **Agreement** or the presentation of a claim there under, non-payment of the **Agreement** Purchase Price, or violation of any terms or conditions of the **Agreement**. If **We** cancel this **Agreement** for any other reason, **We** will provide a written notice with the reason for cancellation by certified mail within forty-five (45) days' notice of the cancellation date.

VIRGINIA

If any promise made in the **Agreement** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

Initial ☐ **WA Residents Only:** By initialing, **You** acknowledge that **You** have reviewed the Term Limit, and the implied Warranty and Cancellation sections of the WA State Disclosure. Additionally, **You** have reviewed the Coverage, Exclusions and Claim Procedures set forth in this **Agreement**.

The implied warranty of merchantability on the **Vehicle** is not waived if this **Agreement** has been purchased within ninety (90) days of the sale of the **Vehicle** from the **Seller**.

CANCELLATION, C., is deleted in its entirety and replaced with the following: **HOW YOU MAY CANCEL THIS AGREEMENT:** **You** may cancel this **Agreement** by surrendering **Your** copy of this **Agreement** with written notice to the **Seller** or directly to **Us**. Written notice shall contain an odometer statement indicating the odometer reading at the date of the request of cancellation. If **You** cancel this **Agreement** within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Agreement** Purchase Price. A ten percent (10%) penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Agreement** to the **Seller** or to **Us**. If this **Agreement** is canceled after the first thirty (30) days or a claim has been filed, **We** will refund the unearned **Agreement** Purchase Price to **You** calculated on a pro rata basis. The refund will be equal to the amount produced using the number of days the **Agreement** was in force prior to cancellation, less a cancellation fee of twenty-five dollars (\$25). If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the **Obligor** or **Seller** receive notice of cancellation from the **Agreement** Holder. In the event of cancellation, the lienholder identified on the **Registration Page**, if any, will be named on a cancellation refund check as its interest may appear. If the **Vehicle** and this **Agreement** have been financed, the lienholder shown on the **Registration Page** may cancel this **Agreement** for non-payment or if the **Vehicle** is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this

Agreement to the lienholder or otherwise entitle the lienholder to performance under this **Agreement**.

CANCELLATION, F., is deleted and replaced with the following: **OUR RIGHT TO CANCEL THIS AGREEMENT:** We may cancel this **Agreement** based on one or more of the following reasons: (1) non-payment of the **Agreement** Purchase Price; (2) a material misrepresentation made by **You**; or (3) a substantial breach of duties by **You** under the **Agreement** relating to the **Vehicle** or its use. If this **Agreement** is canceled by **Us** within thirty (30) days of the **Agreement** Purchase Price, a full refund of the total **Agreement** Purchase Price will be issued. If this **Agreement** is cancelled by **Us** after thirty (30) days, a pro rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force compared to the total **Agreement** Term will be issued. In the event of cancellation, the lienholder 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 the actual reason for cancellation and shall be mailed or delivered to **You** not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the **Agreement** Purchase Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. **We** have only sixty (60) days from the date of the sale of the **Agreement** to the **Agreement** Holder to determine whether or not the **Vehicle** qualifies for the program. Except as set forth above, after sixty (60) days the **Vehicle** qualifies for the issued **Agreement** and the **Obligor** may not cancel the **Agreement** and is fully obligated under the terms of the **Agreement** sold to the **Agreement** Holder. If **We** cancel this **Agreement** and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

INSURANCE STATEMENT is amended as follows: **Our** performance under this **Agreement** is insured by an insurance policy issued to **Us** by the insurance company listed in the **INSURANCE STATEMENT** section WA170. If **You** cancel this **Agreement**, **You** may apply for a refund with the insurance company. The warranty of merchantability on the **Vehicle** is not waived if the **Agreement** was purchased within ninety (90) days of the purchase date of the **Vehicle**, and the provider or the service contract seller also sold the **Vehicle**.

If **You** need emergency repairs and are unable to contact **Us** for prior authorization, then **You** may take **Your Vehicle** to any **Repair Facility** to have the repairs performed prior to authorization by **Us**. In such a case, **You** must contact **Us** as soon as possible to open a claim file. Failure to obtain prior authorization from **Us** prior to the performance of a repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so. Additionally, failure to furnish **Us** with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if **You** show that it was not reasonably possible to do so.

The **DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER** section is amended as follows: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Agreement**. Arbitration proceedings shall be held at a location in close proximity to the **Agreement** Holder's permanent residence.

WASHINGTON D.C.

CANCELLATION, C., is amended as follows: If **You** cancel within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Agreement** and upon receipt of the **Administrator**. The cancellation fee may not exceed the lesser of ten (10%) percent of the **Agreement** Purchase Price or fifty dollars (\$50.00).

CANCELLATION, F., is amended as follows: In the event of cancellation by the **Obligor**, the notice of cancellation will be mailed to the **Agreement** Holder at least five (5) days prior to the date of cancellation. The notice will include the effective date of, and reason for, the cancellation. Notice is not required if the reason for cancellation is nonpayment, a material misrepresentation or a substantial breach of duties by the **Agreement** Holder.

This **Agreement** is amended to include: At the sole discretion of the **Administrator**, replacement may be made with new, remanufactured, non-OEM or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of **Your Vehicle**.

WEST VIRGINIA

CANCELLATION, C., is amended as follows: The cancellation fee does not apply in West Virginia.

If a covered claim is not paid within fifteen (15) working days from the agreed upon settlement, **You** may file a claim directly with the insurance company listed in the **INSURANCE SETTLEMENT** section of this **Agreement**.

DISPUTE RESOLUTION/ARBITRATION CONTRACT AND CLASS ACTION WAIVER is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

WISCONSIN

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

CANCELLATION, C., is deleted in its entirety and replaced with the following: **You** may cancel this **Agreement** for any reason within thirty (30) days of the **Agreement** Purchase Date, or thirty (30) days from mailing if the **Agreement** is provided to **You** by mail, and receive a full refund of the total **Agreement** Purchase Price, less any claims paid or made. The **Agreement** Holder may cancel this **Agreement** for any reason after thirty (30) days and receive a pro rata refund of the total **Agreement** Purchase Price based on the number of days the **Agreement** was in force, less the cancellation fee. The cancellation fee may not exceed the lesser of fifty dollars (\$50) or ten percent (10%) of the amount paid by the **Agreement** Holder. 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 **Agreement** to the **Obligor** or **Administrator**.

CANCELLATION, F., is amended as follows: **We** may only cancel this **Agreement** for non-payment of the **Agreement** Purchase Price, material misrepresentation by **You** to the **Obligor** 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 this **Agreement** within thirty (30) days of the **Agreement** Purchase Date, a full refund of the total **Agreement** Purchase Price will be issued. At any other time, **We** will refund 100% of the unearned pro rata **Agreement** Purchase Price, based on the number of days the **Agreement** was in force compared to the total **Agreement** Term will be issued, less any claims paid. In the event of a total loss of property covered by the **Agreement** that is not covered by a replacement of the property pursuant to the terms of the **Agreement**, an **Agreement** Holder shall be entitled to cancel the **Agreement** and receive a pro-rata refund of the unearned **Agreement** Purchase price, less any claims paid. If a covered claim is not paid within sixty (60) days after an **Agreement** Holder provides proof of loss, or if the **Obligor** becomes insolvent or otherwise financially impaired, the **Agreement** Holder may file a claim directly with the insurance company listed in the **INSURANCE STATEMENT** section of this **Agreement**, for reimbursement, payment, or provision of service. In the state of Wisconsin, preauthorization of repair work

is required by **Us**. However, if extenuating circumstances prevent **You** from obtaining preauthorization, **We** will not deny a claim based solely on the lack of preauthorization. **We** have the right to subrogation collections, but only after **You** have been made whole and are fully compensated for damages.

WYOMING

CANCELLATION, C., is amended to add the following: If a full refund is due **You** under this **Agreement**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Agreement** to **Us**.

CANCELLATION, F., is amended as follows: **We** shall mail written notice to **You** at **Your** last known address in the records of the **Obligor** at least ten (10) days prior to cancellation by the **Obligor**. Prior notice is not required if the reason for cancellation is non-payment of the **Agreement** Purchase Price, a material misrepresentation by **You** to the **Obligor** or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

DISPUTE RESOLUTION/ARBITRATION AND CLASS ACTION WAIVER provision is amended as follows: Arbitration cannot be binding without the right of appeal unless there is an agreement outside of the **Agreement**. Any arbitration proceedings shall be conducted within the state of Wyoming.

SAMPLE