

COVERED COMPONENTS

When a Mechanical Breakdown or Failure (see definitions) has occurred, the Administrator of this contract will repair or cause to be repaired pre-authorized claims for the following listed components, unless one of the conditions listed under the What Is Not Covered section below applies. Components Not Listed Are Not Covered!

Benefits Included With All Coverage Plans

Car Rental: Up to \$50 per day will be reimbursed for every 8 hours of labor for a covered repair based on a nationally recognized labor time guide. Maximum of 5 days of rental reimbursement for any covered claim. Verified rental receipts are required!

Travel Expense: Up to \$150 per day reimbursement for a maximum of 3 days for expenses such as hotel room and meals when a covered **Breakdown** occurs more than 150 miles away from **Your** home. Verified receipts are required!

24-Hour Roadside Assistance: Towing up to 200 miles; Jump Start; Out of Fuel Delivery; Flat Tire Change (with **Your** spare); Lockout Service; and Navigation Assistance 24 hours a day for the term of this **Contract. For Roadside Service Call 1-800-451-0459.**

Powertrain Coverage (components not listed are not covered)

Engine: All internally-lubricated moving engine parts including: Crankshaft and bearings; water pump; oil pump; internal timing gears or chains; camshaft and bearings; valve lifters; rocker arm assemblies and push rods; valve guides; pistons and rings; wrist pins; connecting rods and distributor drive gear. Engine block and cylinder heads are covered if damaged as a result of the failure of an internally-lubricated moving engine component. Hybrid-Electric drive motors are also covered.

Turbo/Supercharger: All internally-lubricated parts of factory-installed turbocharger/supercharger. Turbocharger/supercharger housings are covered if damaged as a result of the failure of an internally-lubricated moving component.

Transmission: All internally-lubricated transmission parts including the torque converter. Transmission case is covered if damaged as a result of the failure of an internally-lubricated moving transmission component.

Transfer Case: All internally-lubricated parts of the transfer case. Cases are covered if damaged as a result of the failure of an internally-lubricated moving transfer case component.

Drive Axles: All internally-lubricated parts inside the front or rear drive axle housing and differentials; half-shafts and CV joints.

Seals and Gaskets: All seals and gaskets of the above listed components for all vehicles that had less than 125,000 miles at the date of this contract purchase (no seals and gasket coverage for vehicles over 125,000 miles at purchase). CV boots are considered to be drive axle seals for purposes of coverage.

Select Coverage (components not listed are not covered)

Includes all parts listed under "Powertrain Coverage above; plus the following components:

Fuel System: Fuel pump; fuel injectors; all fuel injection sensors; fuel tank; metal fuel lines.

Air Conditioning: Compressor; evaporator; condenser; expansion valve; receiver dryer; blower motor.

Basic Electrical: Starter motor; starter solenoid; starter drive assembly; alternator; front and rear wiper motors. Hybrid-electric generator is also covered.

Power Steering: All internally-lubricated parts of the power steering pump; steering rack; steering gear box.

Brakes: Anti-lock brake computer; hydraulic brake controller; master brake cylinder; brake calipers; wheel cylinders; vacuum power booster.

Heating/Cooling: Radiator; thermostat; radiator fan motor; fan clutch; heater core; hot water valve; air-to-air intercooler.

Suspension: Ball joints; upper and lower control arms; radius arm and bushings; torsion bars; leaf and coil springs; wheel bearings; shocks; struts; strut bearing plates.

High-tech: All manually-operated electric switches; power window motors and regulators; power seat motors; power lock actuators; all electronic control modules; instrument cluster; cruise-control activation servo. Hybrid-electric vehicle power inverter and converter.

Seals and Gaskets: All seals and gaskets of the above-listed components for all vehicles that had less than 125,000 miles at the date of this contract purchase (no seals and gasket coverage for vehicles over 125,000 miles at purchase).

Premium Coverage

Premium Coverage will cover the Mechanical Failure of **all vehicle components except those listed under the "What Is Not Covered" section of this contract.**

Wrap Coverage

Covers all items listed above under "**Premium Coverage**" but excludes coverage for all components listed above under "**Powertrain Coverage**".

Limit of Liability

Aggregate Liability: The above-listed coverage plans have a total aggregate limit of liability equal to the current retail value of the vehicle at the time of an applicable Mechanical Failure (based on the most-current NADA guide, adjusted for the condition of the vehicle just prior to the applicable Mechanical Failure).

THE FOLLOWING DEFINITIONS APPLY TO WORDS FREQUENTLY USED IN THIS CONTRACT

You, Your – Contract Holder shown on Page 1 of this Contract or the person to whom this Contract was properly transferred.

We, Us, Our, Obligor – Means American Assurance Corporation, who is obligated to perform under this Contract.

Administrator – Means the American Assurance Corporation, P. O. Box 1239 Wheat Ridge, CO 80034.

Contract – Means this Vehicle Service Contract which You have purchased from Us to protect Your Vehicle.

Coverage – Means the protection You have selected, as listed in the “Coverage” section on Page 1.

Vehicle – Means the Vehicle which is described on Page 1.

Deductible – Means the amount You are required to pay, as selected on Page 1 (and properly paid for) for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.

Mechanical Failure or Breakdown – These terms are used interchangeably and defined as a failure of a listed covered part not performing the function in which it was designed to perform. Gradual reduction in operating performance due to time and mileage is not considered a Mechanical Failure. If it becomes necessary to replace covered parts during a covered Vehicle repair, replacement parts will be of like kind and quality and may include new, remanufactured, rebuilt, or used parts based on the sole discretion of the Administrator.

Light Business Use: Any vehicle rated less than 1-ton capacity which is used for livery (to generate financial income, either part-time or full-time) for the following commercial applications: delivery, messenger, route sales or services, inspections/examinations, maintenance or repair, gardening, carrying hand tools to/from job sites, farming, ranching. Ineligible uses include: taxi, limousine, shuttle, policy/emergency vehicle use, security use or any law enforcement agency, snow plowing, mail delivery, towing, rental, loaner vehicles, fleet vehicles, or any vehicle rated 1-ton (13,500 GVW) or higher.

GENERAL PROVISIONS- IMPORTANT INFORMATION

VEHICLE OPERATOR RESPONSIBILITIES

1. It is **Your** responsibility to perform all **Vehicle** service requirements in accordance with the original manufacturer recommendations. **Oil and filter changes must be performed on the Covered Vehicle (valid receipts are required) every 7,500 mile or according to manufacturer recommendations, whichever occurs first.** It is particularly important to have **Your** timing belt inspected and replaced accordingly. **Your** owner’s manual and/or the original manufacturer service department for **Your Vehicle** can provide **You** with these guidelines.
2. Keep all documents necessary to verify service type, date and mileage; these documents will be required when filing a claim!
3. Upon purchase of **Your Vehicle** and thereafter, make sure the **Vehicle** has the proper levels and types of coolants, lubricants, fluids and that they are in good condition. Certain **Vehicles** do require synthetic motor and gear oil!
4. Turn the **Vehicle** off and have it towed if necessary when a **Mechanical Failure** has occurred in order to protect **Your Vehicle** from further damage.
5. Do not operate **Your Vehicle** if the temperature/ pressure warning, odometer systems are not functioning on the **Vehicle**.
6. Do not operate **Your** vehicle with modifications/alterations (without the express written consent of the Administrator) such as, but not limited to modifications that: A) increase power output or alter the air/fuel mixture of the engines internal combustion process; B) modify the boost levels for turbo or supercharged vehicles; C) alter the ignition timing or fuel injector duty cycle or output. (Lift kits up to 4 inches are acceptable provided the appropriate surcharge is marked and paid and tire size does not exceed thirty-five (35) inches. Post-catalytic-converter exhaust modifications that do not alter emissions or affect other components are acceptable, as are air filter systems that meet or exceed factory filtration specifications)
7. Call the **Administrator** prior to the start of any repairs that will be claimed under this **Vehicle Service Contract**.

WHAT TO DO IN THE EVENT OF A BREAKDOWN

1. Protect **Your Vehicle** from further damage. No coverage is provided for damage caused by **You** after a failure has occurred.
2. Call the **Administrator** for instructions prior to proceeding with repairs. Failure to contact the **Administrator** before repairs are made will result in the denial of the claim.
3. Present this **Contract** and required maintenance documents (for example, proof of oil changes with dates and mileage) to the repair facility.
4. Give the repair facility authorization to perform a diagnosis of the problem.
5. Have the repair facility estimate the cost, based on nationally-recognized labor time guides and reasonable part costs, based on industry-standard pricing.
6. Instruct the repair facility to contact the **Administrator** toll free at 1-877-783-7113 prior to any repairs being performed.
7. The **Administrator’s** claim adjuster will review the repair facility’s diagnosis and determine what portion of the required repairs, if any, are coverable. For coverable repairs, the repair facility will be issued an authorization number and maximum authorized cost, after which the repair facility may proceed with authorized repairs.
8. The repair facility must obtain this authorized amount and authorization number from the **Administrator** prior to proceeding with repairs.
9. **You** are responsible for any repairs which the repair facility performs that are not covered by this contract and specifically authorized to the repair facility by an authorized representative of the **Administrator**.
10. Authorized claims must be submitted to the **Administrator** in writing within sixty (60) days to be deemed payable.
11. For repairs after hours or when the claims office is closed: If a covered component has a **Breakdown** at any time outside of **Administrator’s** regular business hours, **You** may follow the regular claim procedure as outlined above or authorize and pay for any teardown or diagnostic time needed to determine whether **Your Vehicle** has a covered **Breakdown**. If **You** reasonably determine that **You** have a covered component and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying for the repair. You must then contact the **Administrator** on the next available business day after the failure. If the **Administrator** determines that there was a covered **Breakdown**, We will reimburse **You** in accordance with the terms and conditions herein.

COVERAGE TERMS: New and Extended Eligibility Coverage Terms begin on the sale date and expire when the expiration date is reached or the vehicle's odometer is equal to or greater than the mileage listed for the purchased Coverage Term, whichever comes first. Used Vehicle Coverage Terms begin on the contract purchase date and odometer reading at purchase and expire when the number of months or miles specified in the purchased Coverage Term has passed, whichever comes first.

Emergency Roadside Assistance: During the Agreement Term, Emergency Roadside assistance is available to You twenty-four (24) hours a day, every day of the year. You are entitled to one roadside service within a seventy-two (72) hour period. See the Covered Components section of this contract above for benefits available under this contract. Service must be a covered Repair or Service under this Agreement and is only available for the Vehicle registered as part of this Agreement. Your twenty-four (24) hour roadside assistance service begins at the Agreement Purchase Date shown on the Information Page and terminates on the expiration of this Agreement. All of the services provided are described herein and are applicable throughout the continental United States of America, Alaska, Hawaii and Canada.

- i. All roadside assistance benefits are provided by Auto Knight Motor Club, Inc., administrative offices at 43100 Cook Street, Suite 200, Palm Desert, CA 92211.
- ii. This is not a reimbursement program. You must contact Auto Knight Motor Club first to dispatch services. In the event that roadside assistance service is not obtainable through Auto Knight Motor Club, You will receive a refund of payment made by You according to the coverage limits outlined herein.
- iii. You have the right to file a complaint by submitting a written complaint to Auto Knight's Customer Care Department at 43100 Cook Street, Suite 200, Palm Desert, CA 92211, or contacting a representative by calling (800) 509-4851.

Emergency Roadside Benefit Exclusions: The following are not covered under Emergency Roadside Assistance: Cost of parts, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products; Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items; Service for any vehicles in tow; Any and all fines; Damage or disablement due to fire, flood or vandalism; Any benefit other than those specifically listed in the Covered Components section of this contract, including service on a vehicle that is not in a safe condition to be towed; Non-emergency towing or other non-emergency service; Impound towing or towing by other than an authorized service provider; vehicle storage charges; A second tow for the same disablement; Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.; Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage will not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony; This benefit is not available for repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement during any seventy-two (72) hour period will be accepted. Service secured through any other source other than this program is not covered.

CANCELLATION OF YOUR CONTRACT (SEE "STATE-SPECIFIC REQUIREMENTS" FOR ITEMS THAT MIGHT VARY FROM THE PROVISIONS DESCRIBED BELOW):

1. **You** may cancel this **Contract** by sending a letter of cancellation along with the **Contract** to the **Administrator**, American Assurance Corporation, P. O. BOX 1239 Wheat Ridge CO 80034. The letter of cancellation shall include, but not be limited to, (i) the **Contract** number, (ii) the vehicle identification number and (iii) the mileage of **Your Vehicle** at the time of the cancellation. The letter of cancellation shall be accompanied by a notarized odometer statement of the mileage at cancellation. The certified statement can be obtained from a service facility, DMV, or dealership. If the certified odometer reading is not available, cancellation will be based on 1,250 miles per month.
2. **We** may cancel this **Contract** for non-payment of the **Contract**, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a commercial **Vehicle**.
3. If **Your Vehicle** and this **Contract** have been financed, the lien holder may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
4. If this **Contract** is cancelled within the first thirty (30) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first thirty (30) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the lesser of the

contract term remaining or the miles of coverage remaining, based on the term/miles selected and the date **Coverage** begins. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check as their interest may appear. Where permitted by law, the total amount of all authorized claims will be deducted from all cancellation refunds.

5. If this **Contract** is cancelled for non-payment, no refund will be due.
6. If this **Contract** is transferred to another owner (see below), the transferred contract becomes nonrefundable.
7. No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term of one (1) year after the **Contract** Purchase Date, whichever occurs first, except on any of the following grounds:
 - a. **You** failure to pay an amount when due;
 - b. **You** are convicted of a crime that results in an increase in the service required under the **Contract**;
 - c. Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service there under; or
 - d. Discovery of either of the following if it occurred after the **Contract** Purchase Date and substantially and materially increased the service required under the **Contract**:
 - i. An act or omission by **You**; or **Your** violation of any condition of the **Contract**.
8. The right to void this **Contract** is not transferable and applies to only the original **Contract** holder. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. 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 **Contract** to **Us**.

REPAIR INSPECTIONS: We reserve the right to inspect **Your Vehicle** to evaluate covered repairs.

ARBITRATION: In the event of any dispute concerning the interpretation of this **Contract** by **Administrator**, **You** the **Contract** holder, agree that the dispute be resolved through arbitration, in accordance with the rules and procedures set forth by the American Arbitration Association, prior to attempting resolution through any other means. If **You** would like to have any claim associated with coverage provided for under this **Contract** arbitrated, **You** must notify the **Administrator** in writing within (60) days of the **Administrator**'s final decision.

OUR RIGHT TO RECOVER PAYMENT: If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

TRANSFER OF THIS CONTRACT COVERAGE

1. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** within 30 days of the Vehicle transfer, as long as this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency and/or entity/individual in the business of selling **Vehicles**. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** holder.
2. To transfer, the following must be submitted to the **Administrator** prior to the change of ownership to a subsequent individual purchaser:
 - A completed transfer form; with name and address of new owner, date of sale to new owner, current mileage;
 - \$50.00 Transfer Fee made payable to the **Administrator**; and
 - Verifiable documents evidencing the change of ownership.
3. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new car owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

WHAT IS NOT COVERED

- B. ANY REPAIR THAT IS NOT AUTHORIZED BY THE **ADMINISTRATOR** AND WHICH HAS NOT BEEN GIVEN AN AUTHORIZATION NUMBER AND A SPECIFICALLY-AUTHORIZED AMOUNT.
- C. ANY DAMAGE TO A COVERED PART BY A NON-COVERED PART.
- D. FAILURE, FOR ANY REASON, TO ANY NON-LISTED PART FOR THE PURCHASED COVERAGE PLAN.
- E. PARTS THAT HAVE NOT FAILED BUT ARE RECOMMENDED BY THE REPAIR FACILITY.
- F. FAILURES CAUSED BY IMPACT OR COLLISION OF ANY KIND, MALICIOUS INTENT, VANDALISM, THEFT, INSECTS, VERMIN, WATER, FLOOD, RIOT, WAR, TERRORISM, OR ACTS OF GOD.
- G. FOR ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY **MECHANICAL FAILURE** OCCURRING BEFORE **COVERAGE** TAKES EFFECT OR PRIOR TO THE **CONTRACT** PURCHASE DATE, OR IF THE INFORMATION PROVIDED BY **YOU** CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE.
- H. ANY REPAIR THAT IS REQUIRED DUE TO DAMAGE CAUSED BY OVERHEATING.
- I. ANY DAMAGE CAUSED EITHER BY THE WRONG TYPE OF FLUIDS OR LUBRICANTS OR INADEQUATE LEVELS OF FLUIDS AND/OR LUBRICANTS.
- J. ANY REPAIR TO A COVERED PART WHEN THE PROPER PROCEDURES MENTIONED IN “**VEHICLE OPERATOR RESPONSIBILITIES**” ARE NOT FOLLOWED OR PROPER SERVICE RECORDS ARE NOT PROVIDED TO THE **ADMINISTRATOR**.
- K. ANY MECHANICAL DAMAGE THAT RESULTS FROM THE CONTINUED OPERATION OF THE COVERED VEHICLE ONCE A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED.
- L. FOR MAINTENANCE SERVICES OR PARTS DESCRIBED IN THE VEHICLE’S OWNER’S MANUAL INCLUDING, BUT NOT LIMITED TO: ALIGNMENTS, WHEEL BALANCING, TUNE-UPS, OTHER TUNE-UP ITEMS, SPARK PLUG/WIRES, GLOW PLUGS, HOSES (EXCEPT AIR CONDITIONING SYSTEM AND STEERING HOSES), DRIVE BELTS, BRAKE PADS/LININGS/SHOES/ROTORS/DRUMS/ CABLES, WIPER BLADES AND ARMS, FILTERS, LUBRICANTS, COOLANTS.
- M. FOR ANY OF THE FOLLOWING SERVICES OR COMPONENTS:
- SHOP SUPPLIES, HAZARDOUS WASTE DISPOSAL FEES, ENVIRONMENTAL FEES, CORE CHARGES, FREIGHT CHARGES, FUEL SURCHARGES, FLUID CAPS, FLUID RESERVOIRS
 - SAFETY RESTRAINT BELTS, AIR BAG.
 - BATTERY, FUSES, CELLULAR PHONES, GAME CONSOLES, SPEAKERS, LCD SCREENS, SOFTWARE
 - CARBURETOR, EMISSION COMPONENTS, EXHAUST SYSTEM, EXHAUST PIPES, MUFFLER, RESONATOR, CATALYTIC CONVERTER, DISTRIBUTOR CAP AND ROTOR, POINTS
 - FRICTION MATERIALS, MANUAL TRANSMISSION CLUTCH ASSEMBLY/FRICTION CLUTCH, MANUAL CLUTCH DISC/PRESSURE PLATE AND THROW-OUT BEARING, FLY WHEELS AND FLEX PLATES, MANUAL AND HYDRAULIC LINKAGES
 - BURNT VALVES, VALVE GRINDING
 - CONVERTIBLE TOP, CONVERTIBLE TOP FRAME ASSEMBLY, VEHICLE FRAME, SEAT FRAMES, BUMPER, BODY SHEET METAL OR PANELS, UPHOLSTERY, FABRIC, WEATHER STRIPPING, TRIM, MOLDINGS, BRIGHT METAL, CHROME, CARPET, PAINT, OUTSIDE ORNAMENTATION, TIRES, WHEELS/RIMS
 - NUTS, BOLTS, FASTENERS, ANY GLASS OR GLASS COMPONENT, LENSES, SEALED BEAMS/HEADLIGHTS, HEADLIGHT ASSEMBLIES, TAIL LAMP AND TAIL LAMP ASSEMBLIES, ILLUMINATION DEVICES, LIGHT BULBS, LED LIGHTING AND LED LIGHTING COOLING SYSTEMS.
- N. FLUIDS OR REFRIGERANTS, UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR.
- O. FOR NEGLIGENCE OR ABUSE OF THE VEHICLE.
- P. ANY EQUIPMENT NOT INSTALLED BY THE MANUFACTURER.
- Q. FOR ANY REPAIR IF THE COVERED VEHICLE IS USED AS A FLEET VEHICLE DRIVEN BY MORE THAN ONE DRIVER, INCLUDING (BUT NOT LIMITED TO) AMBULANCE, FIRE, POLICE, TAXI, RENTAL FLEET OR DELIVERY. INDIVIDUALLY-OWNED AND -OPERATED VEHICLES USED FOR LIGHT BUSINESS USE (SEE "DEFINITIONS" SECTION) ARE COVERED FOR LIGHT BUSINESS USE OPERATION PROVIDED THE VEHICLE OWNER IS THE OPERATOR OF THE VEHICLE AND THE LIGHT BUSINESS USE VEHICLE SURCHARGE IS CHECKED AND PAID AT THE TIME OF PURCHASE.
- R. ANY EXPENSE CAUSED BY LOSS OF TIME, STORAGE, INCONVENIENCE, OR PERSONAL INJURY OF ANY KIND.
- S. ANY FAILURE RELATED TO ANY SURCHARGE UNLESS THE APPROPRIATE SURCHARGE HAS BEEN SELECTED ON THE CONTRACT AND PAYMENT MADE FOR THE SELECTED SURCHARGE AT THE TIME OF **CONTRACT** PURCHASE.
- T. ANY REPAIR OR REPLACEMENT OF COMPONENTS TO IMPROVE OPERATING PERFORMANCE UNLESS A **MECHANICAL FAILURE OR BREAKDOWN** HAS OCCURRED.
- U. ANY REPAIR RELATED TO TOWING IN EXCESS OF **YOUR VEHICLE’S** MANUFACTURER-RATED TOWING CAPACITY.
- V. ALL **MECHANICAL FAILURES** THAT OCCUR DURING THE TIME AND MILEAGE PARAMETERS OF THE FACTORY WARRANTY (WHETHER HONORED BY THE FACTORY OR NOT) OR ARE COVERED BY A FACTORY RECALL OR OTHER INSURANCE POLICY.
- W. **MECHANICAL FAILURES** CAUSED BY OR RELATED TO RACING/COMPETITIVE MOTORSPORTS, OFF-ROAD USE, OR ANY NON-FACTORY MODIFICATION TO THE VEHICLE.
- X. **FAILURES** RELATED TO CONTAMINATION OF FUEL OR OTHER NECESSARY FLUIDS, LUBRICANTS OR COOLANTS INCLUDING CONTAMINATION CAUSED BY FAILURE OF AIR, OIL AND FUEL FILTERS.
- Y. **FAILURES** CAUSED BY RUST, CORROSION, CARBON BUILD-UP, OR SLUDGE OF ANY KIND RESULTING FROM **YOUR** FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES.
- Z. ANY REPAIR EXPENSE FOR “COVERED **MECHANICAL FAILURES**” THAT ARE IN EXCESS OF THE AGGREGATE CLAIM OR **CONTRACT** LIMITS LISTED IN THE “LIMIT OF LIABILITY” SECTION ABOVE.
- AA. ANY REPAIR FOR **VEHICLES** WITH A G.V.W. RATING OF OVER 13,500LBS.
- BB. **FAILURES** WHEN IT IS NOT POSSIBLE TO ACCURATELY AND CORRECTLY DETERMINE THE AMOUNT OF MILES THE **VEHICLE** HAS BEEN DRIVEN SINCE PURCHASE OF THIS **VEHICLE SERVICE CONTRACT**.
- CC. FOR **MECHANICAL FAILURES** OR REPAIRS MADE OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA.
- DD. FOR ANY COMPONENTS LISTED UNDER “POWERTRAIN COVERAGE” FOR ANY REASON IF “WRAP COVERAGE” IS SELECTED.

STATE-SPECIFIC REQUIREMENTS

The following state specific requirements are added to and become part of **Your** Vehicle Service Contract and supersede any other provision to the contrary:

Alabama: The "CANCELLATION" section is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the SERVICE CONTRACT HOLDER within forty-five (45) days of the return of the Contract to US. 8. This right to void the Vehicle Service Contract is not transferable and applies only to the original Vehicle Service Contract purchaser. 9. If the SERVICE CONTRACT HOLDER cancels this Vehicle Service Contract after sixty (60) days or a claim has been filed, the SELLING DEALER will refund the amount of the unearned Vehicle Service Contract purchase price according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the plan selected, reduced by an administrative fee of up to twenty-five (\$25.00) dollars. The "CANCELLATION" section Item 2 is amended to add the following: WE may not cancel this Vehicle Service Contract except for fraud, material misrepresentation or nonpayment by the SERVICE CONTRACT HOLDER. If WE cancel, WE will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the plan selected. If either WE or the lien holder cancels this Vehicle Service Contract, the refund will not be reduced by an administrative fee.

Alaska: Pursuant to Alaska statute 21-89.035 concerning mandatory appraisal, this Contract provides the following contractual means to resolve a dispute between the Contract holder and the Contract obligor over the value of a covered first party loss for the personal property or a similar risk: If the Contract holder and the Contract 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 10 days of the written demand, the Contract holder and Contract obligor must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 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 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 shall be binding upon the Contract holder and Contract obligor. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. We shall, within thirty (30) working days after Administrator's receipt of all required documents as required herein for a covered and properly authorized claim, pay those portions of the claim not in dispute. To ensure a proper and cost-effective repair, **You** may be required to have **Your** Vehicle sent to a repair facility selected by the Administrator. Snow plowing for personal use is not prohibited, however, Mechanical Failure or Breakdown related to personal use snowplowing is not covered by this Contract. Alaska Statute 21.36.212 states that an insurer may not deny a claim if the risk or hazard insured against is the dominant cause of loss and the denial occurs only because an excluded risk or hazard is in the chain of causes but operates in a secondary basis.

Arkansas: Arbitration is voluntary and non-binding per Ark. Code Ann. 23-79-203(a).

Colorado: If payment due under the terms of this contract is not provided by the **Administrator** within sixty days after proof of loss has been filed by the **Contract Holder** pursuant to the terms of this **Contract** listed below, the **Contract Holder** may file a claim for reimbursement directly with the listed insurance company on page 1. Policy number: 05AACORP.

Connecticut: The "WHAT TO DO IN THE EVENT OF A BREAKDOWN" section is amended to add the following: If the SERVICE CONTRACT HOLDER reports a covered claim to the ADMINISTRATOR prior to the expiration of the Vehicle Service Contract, the ADMINISTRATOR will repair or replace the covered components or cause such repair or replacement to be made by an authorized repair facility even if the period of time required for such repair extends beyond the expiration of the Vehicle Service Contract. The section stating "All plans include: Towing up to 200 miles" is amended to add the following: Any dollar amount charged for distances over this two hundred (200) mile limit per occurrence must be paid by the SERVICE CONTRACT HOLDER. The "CANCELLATION" section, Item 2, is amended as follows: 2. WE may cancel this Vehicle Service Contract if the **YOUR VEHICLE** is returned, sold, lost, stolen or destroyed. Notice will be mailed at least forty-five (45) days prior to termination. The "ARBITRATION" section is amended to include the following: RESOLUTION OF DISPUTES: If WE are unable to resolve any disputes with **YOU** regarding this Vehicle Service Contract, **YOU** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the Vehicle Service Contract, the cost of the repair of the item, and a copy of the Vehicle Service Contract.

Georgia: The "WHAT IS NOT COVERED" section is amended as follows:

- Item F. is deleted and replaced with "For any pre-existing condition known to you or for any **Mechanical Breakdown** or **Failure** occurring before coverage takes effect or prior to the contract purchase date, or if the information provided by you cannot be verified as accurate or is found to be deceptively inaccurate."
- Item N. is deleted and replaced with "Any **Mechanical Breakdown** or **Failure** which occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, any mechanical or electrical alterations made to the **COVERED VEHICLE** by **YOU** or with **YOUR** knowledge including, but not limited to, the use of oversized tires, installation of header pipes, lift kits, or snow plow equipment or fittings."
- Item W. is deleted and replaced with "For repairs costs or expenses caused by the failure to maintain proper qualities or levels of coolants or lubricants while owned by **YOU**."
- Item V. is deleted and replaced with "**Mechanical Failures** caused by or related to racing/competitive motorsports, off-road use, or any non-factory modification to the vehicle made by you or with your knowledge."
- Item X is deleted and replaced with "Rust, residue or corrosion."
- Item AA. is deleted and replaced with "Any **COVERED VEHICLE** if, while owned by **YOU**, the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven."

The "CANCELLATION" section of this **CONTRACT** items 1, 3, and 4 are deleted and replaced with the following: "This Vehicle Service Contract is cancelable by the **SERVICE CONTRACT HOLDER**. If the **SERVICE CONTRACT HOLDER** cancels this **Vehicle Service Contract** within the first sixty (60) days and no claims have been filed, the **SELLING DEALER** will refund the entire Vehicle Service Contract Price. The lien holder may only cancel this Vehicle Service Contract due to a repossession or total loss. If this Vehicle Service Contract is cancelled by the **SERVICE CONTRACT HOLDER** after the first sixty (60) days or a claim has been filed, the **SELLING DEALER** will refund the amount of the unearned vehicle service contract purchase price. The cancellation will comply with Section 33-24-44 of the Georgia code. Refunds will be based on the excess of the consideration paid for this Vehicle Service Contract above the customary short rate for the expired term of the Vehicle Service Contract."

Item 2 of the "CANCELLATION" section is amended to add the following: "The **ADMINISTRATOR** may not cancel this Vehicle Service Contract except for fraud, material misrepresentation or non-payment by the **SERVICE CONTRACT HOLDER**. If the **ADMINISTRATOR** cancels, notice of such cancellation will be in writing and include a statement of the reason for cancellation, and given at least thirty (30) days prior to cancellation (10 days if cancellation is due to non payment by **YOU**). If the **ADMINISTRATOR** cancels, the **ADMINISTRATOR** will refund the amount of the unearned Vehicle Service Contract Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the plan selected. The "ARBITRATION" section of the contract is deleted in its entirety and does not apply."

Idaho: Coverage afforded under this **Vehicle Service Contract** is not guaranteed by the Idaho Insurance Guaranty Association.

Illinois Under “DEFINITIONS”, the definition of “**Mechanical Failure**” is amended to add the following: Coverage will be afforded for wear and tear that exceeds the manufacturer’s specifications. The “**CANCELLATION**” section is amended as follows: 7. The **ADMINISTRATOR** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Vehicle Service Contract price or fifty dollars (\$50.00) from all refunds for cancellations requested after the first sixty (60) days.

Indiana: This service contract is not insurance and is not subject to Indiana Insurance Law. The “**ARBITRATION**” section is amended to add the following: This arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where you reside.

Iowa: In the event of a disputed claim, **YOU** may contact the Iowa Commissioner of Insurance at the following address: Commissioner Insurance Division, 330 Maple Street, Des Moines, IA 5031-0065. If **YOU** file a claim with the Insurance Company, **YOU MUST** include a copy of **YOUR** Contract and **YOUR** paid repair order. A ten percent (10%) penalty will be added to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within thirty (30) days of the return of the Contract to the **ADMINISTRATOR**.

Kansas: Arbitration is voluntary and all parties must mutually agree to the arbitration process. The decision of the arbitrator is binding on the parties. The arbitration will determine coverage and the amount of loss.

Louisiana: The “**CANCELLATION**” section is amended to add the following: 7. If either the **SERVICE CONTRACT HOLDER** or the lien holder cancels this Vehicle Service Contract within the first sixty (60) days, the **SELLING DEALER** will refund the entire **Vehicle Service Contract Price**. If this **Vehicle Service Contract** is canceled by the **SERVICE CONTRACT HOLDER** or the lien holder after the first sixty (60) days, the **SELLING DEALER** will refund the amount of the unearned **Vehicle Service Contract Purchase Price** according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the plan selected. The “**ARBITRATION**” section of the contract is deleted in its entirety and does not apply.

Maine: Consequential damage is excluded from coverage under this **Contract**. The “**CANCELLATION**” section is amended to add the following: 7. If the **SERVICE CONTRACT HOLDER** or the lien holder cancels this **Vehicle Service Contract** within the first sixty days and a claim has been filed, the refund will be the amount of the unearned **Vehicle Service Contract Purchase Price** according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected, less claims paid or pending payment. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the Contract to the **ADMINISTRATOR**. This right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract purchaser**. If this **Vehicle Service Contract** is canceled by the **SERVICE CONTRACT HOLDER** or the lien holder after the first sixty (60) days, the **SELLING DEALER** will refund the amount of the unearned **Vehicle Service Contract Purchase Price** according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected, less claims paid or pending payment. A service fee of twenty-five dollars (\$25.00) or ten percent (10%) of the **Vehicle Service Contract Purchase Price**, whichever is less, will be deducted from all refunds for cancellations after the first sixty (60) days. The following section is added to the contract: “Finance Company Disclosures - (Toyota Motor Credit Corporation Financed Contracts Only): The “**WHAT IS NOT COVERED**” section is amended to add the following: CC. Accumulation of repair claims that exceed the following aggregate amounts: the NADA retail value of the **COVERED VEHICLE** at time of current repair.

Maryland: The “**CANCELLATION**” section is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the Contract to the **ADMINISTRATOR**. The right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract purchaser**.

Massachusetts: The benefits provided in this contract may duplicate express manufacturer’s or seller’s warranties that come automatically with every sale. **You** can be required by the seller of this coverage to pursue those warranties, which are available to **You** without this contract.

Minnesota: **Your Contract** is not an application, as it is considered a **Contract** at the time it is signed by **You** and the **Contract** seller. “**WHAT IS NOT COVERED**” Exclusion E. is amended to read: Failures while the **Vehicle** is owned by **You**, that for more than 1 month or 1,000 miles the odometer has been inaccurate, inoperative or altered so that the **Vehicle’s** true mileage cannot be verified.

Mississippi: The “**ARBITRATION**” section is deleted in its entirety and does not apply. This **Contract** is not provided or supported by a manufacturer or distributor.

Missouri: In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or the contract **ADMINISTRATOR** ceases to do business or goes bankrupt, **YOU** may apply directly to the Insurance Company. The “**CANCELLATION**” section is deleted and replaced with the following: This **Vehicle Service Contract** is cancelable by the **SERVICE CONTRACT HOLDER** or the lien holder. If the **SERVICE CONTRACT HOLDER** or the lien holder cancels this **Vehicle Service Contract** within the first sixty (60) days, the **SELLING DEALER** will refund the entire **Vehicle Service Contract Purchase Price**. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the contract to the **ADMINISTRATOR**. This right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract purchaser**. If this **Vehicle Service Contract** is canceled by the **SERVICE CONTRACT HOLDER** or the lien holder after the first sixty (60) days, the **SELLING DEALER** will refund the amount of the unearned **Vehicle Service Contract purchase price** according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected. The **ADMINISTRATOR** may cancel this **Vehicle Service Contract** for any reason by mailing, via certified mail at least fifteen (15) days prior to termination, a notice of termination to **YOUR** last known address to include a statement of the reason for and effective date of termination and by tendering a refund as follows: If the **ADMINISTRATOR** cancels this **Vehicle Service Contract** after the first sixty (60) days, the refund will be the amount of the unearned **Vehicle Service Contract purchase price** according to the pro-rata method reflecting the greater of the days in force or the miles driven relative to the plan selected, less an administrative fee of fifty dollars (\$50.00). If the **ADMINISTRATOR** cancels this **Vehicle Service Contract** within the first sixty (60) days, the refund will be one hundred (100%) percent of the **Vehicle Service Contract purchase price**.

Nebraska: The “**Arbitration**” section of the contract is deleted in its entirety and does not apply. **We** will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, and relied and acted up by **Us**, and actually deceived **Us**.

Nevada: The “**CANCELLATION**” section is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the **Contract** to the **ADMINISTRATOR**. 8. This right to void the

Vehicle Service Contract is not transferable and applies only to the original **Vehicle Service Contract** purchaser. Item 2 is amended to add the following: After this **Vehicle Service Contract** has been in effect for seventy (70) days, the **ADMINISTRATOR** may not cancel this **Vehicle Service Contract** except for one of the following reasons: A) If the **SERVICE CONTRACT HOLDER** fails to pay an amount when due; B) If the **SERVICE CONTRACT HOLDER** is convicted of a crime which results in an increase in the service required under this **VEHICLE SERVICE CONTRACT**; C) Discovery of misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim by the **SERVICE CONTRACT HOLDER**; D) Discovery of an act or omission by **YOU** or if **YOU** violate any condition of this **Vehicle Service Contract** after the effective date of this **Vehicle Service Contract** which substantially and materially increases the service required under this **Vehicle Service Contract**; 5) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Vehicle Service Contract** which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Vehicle Service Contract** was issued or sold. If the **ADMINISTRATOR** cancels this **Vehicle Service Contract**, the refund will be calculated in accordance with items in the "CANCELLATION" section of this contract. **WE** will not deduct a fee from such refund. This **Contract** is non-renewable.

New Hampshire: In the event **YOU** do not receive satisfaction under this contract, **YOU** may contact the New Hampshire Department of Insurance at 21 South Fruit Street, Suite 14, Concord, NH 03301 or call 1-800-852-3416.

North Carolina: The "CANCELLATION" section is amended to add the following: The service fee shall equal ten percent (10%) of the **Vehicle** Purchase Price or fifty dollars (\$50.00), whichever is less. Item 2 is amended as follows: The **ADMINISTRATOR** may cancel this **Vehicle Service Contract** for one of the following reasons: (A) non-payment of the **Vehicle Service Contract** Price; (B) a material misrepresentation made by **YOU**; or (C) a substantial breach of duties by **YOU** under the **Vehicle Service Contract** relating to the **Vehicle** or its use. If the **Vehicle Service Contract** is canceled by **US**, **WE** will refund the unearned **Vehicle Service Contract** Purchase Price to **YOU** according to the pro-rata method.

Oklahoma: Coverage afforded under this **Vehicle Service Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. The "CANCELLATION" section of this contract is amended to add the following: 7. In the event the **Vehicle Service Contract** is cancelled by **YOU** within the first thirty (30) days, and no claims have been filed, a full refund of the **Vehicle Service Contract** purchase price will be made by **US**. If **YOU** cancel the **Vehicle Service Contract** after thirty (30) days, or have made a claim within the first thirty (30) days, return of the **Vehicle Service Contract** purchase price shall be based upon one hundred percent (100%) of the unearned pro rata premium, or if a cancellation is requested after the first sixty (60) days, the **Issuing Dealer** will refund one hundred percent (100%) of the unearned pro rata premium. **WE** shall retain ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less. In the event the **Vehicle Service Contract** is cancelled by **US**, return of the **Vehicle Service Contract** purchase prices shall be based upon one hundred percent (100%) of the unearned pro rate premium. Pursuant to 15 O.S. 141.2, Oklahoma does not review commercial service warranty contract language.

Oregon: The "ARBITRATION" section of the **Contract** is deleted in its entirety and does not apply.

South Carolina: The "CANCELLATION" section of the contract is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT** within forty-five (45) days of the return of the **CONTRACT** to the **ADMINISTRATOR**. 8. The right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract** purchaser. The "CANCELLATION" section Item 2 is amended to add the following: If **WE** cancel this **Contract**, **WE** will mail **YOU** notice at least fifteen (15) days before the cancellation takes effect. The requirement to mail notice fifteen (15) days before cancellation does not apply if cancellation is for nonpayment, material misrepresentation or substantial breach of duties by the **YOU**. If the provider does not resolve claim payments or other issues in within sixty (60) days of **YOU** providing the **ADMINISTRATOR** with written proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202, Telephone: 1-800-768-3467.

Texas: In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the **ADMINISTRATOR**, **YOU** may apply directly to the Insurance Company listed on the first page of this contract. If **YOU** have a complaint, **YOU** may contact the Texas Department of Licensing and Regulation at the following address and telephone number: P.O. Box 12157, Austin, TX 78711; 1-512-463-6599 or 1-800-803-9202 (within TX only). The "CANCELLATION" section of **YOUR Contract** is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within thirty (30) days of the return of the **CONTRACT** to the **ADMINISTRATOR**. 8. This right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract** purchaser. Item 2 is amended to add the following: The **ADMINISTRATOR** may cancel this **Vehicle Service Contract** for any reason by mailing, via certified mail at least five (5) days prior to termination, a notice of termination to **YOUR** last-known address, including a statement of the reason for and effective date of the termination. Prior notice of cancellation by the **ADMINISTRATOR** is not required if the reason for cancellation is either non-payment by the **SERVICE CONTRACT HOLDER** or a substantial breach of the duties of the **SERVICE CONTRACT HOLDER** relating to the **COVERED VEHICLE** or its use.

Utah: The "WHAT IS NOT COVERED" section is amended to add: CC. Failure to file a claim within the time limit does not invalidate a claim if the **Contract** holder shows it was not reasonably possible to file within the listed time limit (U.C.A. 31A-21-312). If **We** cancel **Your Contract**, a statement that includes the reason for cancellation by the **Administrator** shall be provided. The Arbitration paragraph is changed to read: In the event of any dispute concerning the interpretation of this **Contract** by **Us** and/or the **Administrator**, it shall be resolved by arbitration in accordance with the rules of the Better Business Bureau ("BBB"). If **You** want a disputed matter to be resolved by the BBB, **You** must notify **Us** or the **Administrator**. **You** may pay for this **Contract** in full at time of **Contract** purchase or **You** may be able to include **Your Contract** purchase with the financing of **Your Vehicle**. Coverage afforded under this **Vehicle Service Contract** is not guaranteed by the Property and Casualty Guarantee Association. If **Your Contract** has been in effect for at least 60 days, the **Administrator** may cancel this **Contract** before the expiration of the agreed term if: (a) **You** fail to pay an amount when due; (b) Discovery of fraud or misrepresentation by **You** in obtaining this **Contract** or in presenting a claim for service hereunder; (c) Discovery of an act or omission by **You** or a violation by **You** of any substantial condition of this **Contract**. Any outstanding balance due may be deducted from **Your** unearned pro rata refund. Cancellation by **Us** for **Your** non-payment will be effective 10 days after delivery of **Our** written notice to **You**, and 30 days after written notice for all other reasons for cancellation by **Us**. **Our** reason for cancellation of **Your Contract** shall be included in the cancellation notice.

Vermont: The "CANCELLATION" section of **Your Contract** is amended to add the following: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the **CONTRACT** to the **ADMINISTRATOR**. 8. This right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract** purchaser.

West Virginia: The "ARBITRATION" section of the **Contract** is deleted in its entirety and does not apply.

Washington: All claims should be filed with the **Administrator**, or **You** may file a claim under the reimbursement policy for all sums afforded by the **Contract** that the **Administrator** is obligated to pay, by contacting the insurance carrier directly. The "WHAT IS NOT COVERED" section is amended to add: CC. Any costs if verifiable receipts as required in "VEHICLE OPERATOR RESPONSIBILITIES" (involving the part(s) and / or component(s) of the **Mechanical Failure or Breakdown**) are not furnished upon request. Arbitration, as stated in the Arbitration Section is binding. The Cancellation section is replaced with: **You** may cancel this **Contract** by sending a letter of cancellation along with the **Contract** to the **Administrator**, American Assurance Corporation, P.O. Box 1239 Wheat Ridge, CO 80034. The letter of cancellation shall include, but not be limited to: 1. The original **Contract** and a Federal Odometer Statement or notarized affidavit verifying mileage at the time of request. 2. If lien has been paid, supply discharge of lien from lien holder. 3. If repossessed, supply a copy of the repossession documents, including odometer reading at time of repossession. 4. If totaled, supply a copy of the insurance company verification of loss along with an odometer statement at the time of loss. 5. A ten-percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of **Our** receipt of all required documentation above. The administrative processing fee to cancel **Your Contract** is \$25.00. In the event of cancellation of this **Contract** within the first thirty (30) days, **You** are entitled to a full refund if no claims have been filed (no administrative processing fee). After the first thirty (30) days or if a claim has been authorized or paid, a cancellation refund will be calculated on a Pro Rata basis and **You** will receive the lesser of the unused portion of the days or mileage that the **Contract** has been in effect, compared to the term stated on the **Contract**, less the administrative processing fee. In the event the cost of this **Contract** is part of a retail sales contract, any lender shall be additionally named on any refund check (unless the cancellation is accompanied by a discharge of lien). In the case of a repossession or total loss, the lender shall have the right to cancel and shall be the sole payee of any refund check. 6. If **You** desire, **You** may request **Your** cancellation / refund by submitting all of the cancellation documents above directly to the insurance carrier.

Wyoming: The "CANCELLATION" section of this **Contract** has the following revisions: Item 2 is deleted and amended to the following: The **ADMINISTRATOR** may cancel this **Vehicle Service Contract** for any reason by mailing, via certified mail at least ten (10) days prior to termination, a notice of termination to **YOUR** last known address to include a statement of the reason for and effective date of the termination. Prior notice of cancellation by the **ADMINISTRATOR** is not required if the reason for cancellation is non-payment of the **Vehicle Service Contract** purchase price, material misrepresentation or substantial breach of duties by the **SERVICE 'CONTRACT HOLDER**. Item 3 is deleted and replaced with the following: The lien holder can only cancel this **Vehicle Service Contract** in the event of a valid repossession or total loss. The following items are added: 7. A ten percent (10%) penalty will be added each month to a refund that is not paid to the **SERVICE CONTRACT HOLDER** within forty-five (45) days of the return of the **CONTRACT** to the **ADMINISTRATOR**. 8. The right to void the **Vehicle Service Contract** is not transferable and applies only to the original **Vehicle Service Contract** purchaser. The "ARBITRATION" section of the **Contract** is deleted in its entirety and does not apply.