

Reference Manual

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Section I

Product Overview

Service contract vehicle plans

Coverage:

Powertrain- Powertrain component coverage

Silver- Basic component coverage

Gold- Comprehensive component coverage

Platinum- Virtually every item, excluding maintenance

New vehicles

Eligibility:

Current plus one model year up to 1 model years old

Up to 6,000 Miles

Expires at term

A new vehicle is defined as a current model vehicle purchased or leased by the first retail user

Demos with full factory warranty are eligible

All new vehicle service agreements start from the sale date

Terms:

Range from 36 months/45,000 miles to 120 months/100,000 miles.

Used vehicles with extended eligibility

Eligibility:

Based on basic manufacturer's warranty

Expires at term

All used vehicles with extended eligibility start from the sale date and zero miles.

Terms:

Range from 36 months/45,000 miles to 96 months/125,000 miles.

Used vehicles

Eligibility:

Current plus 10 model years old

Up to 120,000 Miles

Term begins at sale date and sale mileage, adds mileage at the time of sale to expiration

Terms:

Range from 6 months/6,000 miles to 60 months/75,000 miles.

Certified vehicles

Eligibility:

Expires from the in-service date and at zero miles.
Service Agreements must be sold at time of vehicle sale
Eligibility is based on each manufacturer's guidelines

Terms:

Range from 36 months to 120 months.

Additional information

Deductibles:

\$0, \$50, \$100 or \$200 (used vehicles only)

Benefits:

Rental car allowance

The customer will be reimbursed up to \$35 per day for a maximum of seven days for same day rental (immediately effective when the vehicle is accepted for a covered repair).

Towing allowance

The customer will be reimbursed up to \$100 per repair visit for towing involving a covered mechanical breakdown repair.

Road service allowance

Customer will be reimbursed up to \$100 (in excess of any amount covered by the manufacturer's warranty) for road services related to a disablement (out of gas, lock out, tire repair) during the term of the coverage that is selected.

Trip interruption

Customer will be reimbursed up to \$100 per day for a maximum of \$300 for lodging and meals. The vehicle must be inoperative due to a failure covered by the service agreement or the factory warranty; and the failure occurs more than one hundred miles away from their home

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale
- Receipts evidencing completion of manufacturer's prescribed maintenance

UNITED STATES WARRANTY CORP.

Vehicle Service Contract

REGISTRATION PAGE

Contract Number: **UVP**

VIN (Vehicle Identification Number)	Vehicle Information		Year	Make	Model
Contract Holder(s) Name					Vehicle Purchase Price/Lease Price \$
Contract Holder(s) Address					
Contract Holder(s) Telephone	Contract Holder(s) Email (optional)				
Seller Name			Seller Telephone	Seller Number	
Seller Address					
Lienholder/Lessor Name					Lienholder/Lessor Telephone
Lienholder/Lessor Address					

Vehicle Plan (Check one box only)	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned	<input type="checkbox"/> Wraparound	<input type="checkbox"/> Certified	<input type="checkbox"/> Extended Eligibility
Coverage (Check one box only)	<input type="checkbox"/> Powertrain	<input type="checkbox"/> Silver	<input type="checkbox"/> Gold	<input type="checkbox"/> Platinum	
Deductible	<input type="checkbox"/> \$0	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	
Contract Purchase Date	Odometer Reading At Contract Purchase Date		Manufacturer's Warranty Start Date		
Term Months	Term Miles				

Optional Surcharged Coverage	<input type="checkbox"/> Lift Kit / Tire Modifications	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Business Use
<i>(Either Snow Plow or Business Use may be selected. You may not select both.)</i>			

Contract Price \$	Contract Expiration	Date (whichever occurs first)	Mileage
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If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, NOR THE TERMS OF THE CREDIT, NOR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS CONTRACT. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE AND DOES NOT GUARANTEE THE UTILITY OR PERFORMANCE OF THE VEHICLE. Some of the benefits provided under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle. We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002, CA VSCP License No. 0D12145), P.O. Box 830637, Birmingham, AL 35283-0637. For Claims and Customer Service, call 1-800-432-4566, fax 1-954-784-7009, or email USW.Claims@Protective.com.

Certification: I acknowledge that (1) I have selected and understand the Coverage indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes).

Contract Holder's Signature

Date

Top White-Administrator • Canary-Lienholder • Pink-Dealer • Goldenrod-Contract Holder • Bottom White Page(s)-Contract Holder

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the Coverage selected. You may contact us by mail at P. O. Box 830637, Birmingham, AL 35283-0637 or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

A. Definitions

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the first page of this Contract containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and your refer to the Contract Holder(s) named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and our refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. USWC does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

B. Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

C. When Coverage Begins and Ends

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section L (Cancellation Procedures). Contract expiration varies by Vehicle Plan and is determined by adding Term Months indicated on the Registration Page to the appropriate measurement date and Term Miles indicated on the Registration Page to the appropriate measurement mileage for your Vehicle Plan, as described below.

New and Extended Eligibility Vehicle Plans: The measurement date is the Contract Purchase Date, and the measurement mileage is zero odometer miles. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/100,000 mile New Vehicle Plan and the Odometer Reading At Contract Purchase Date is 10,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first.

Pre-Owned Vehicle Plan: The measurement date is the Contract Purchase Date, and the measurement mileage is the Odometer Reading At Contract Purchase Date. This Contract expires as soon as

Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/60,000 mile Pre-Owned Vehicle Plan and the Odometer Reading At Contract Purchase Date is 50,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 110,000 miles whichever occurs first.

Wraparound and Certified Vehicle Plans: The measurement date is the Manufacturer's Warranty Start Date, and the measurement mileage is zero odometer miles. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase a 60 month/100,000 mile Certified Vehicle Plan and the Manufacturer's Warranty Start Date was 10 months prior to the Contract Purchase Date, the Contract will expire 50 months after the Contract Purchase Date or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first. If the Manufacturer's Warranty Start Date is unavailable or is not stated on the Registration Page, the Manufacturer's Warranty Start Date will be July 1st of the model year of the Vehicle. Example: If you purchase a 2018 model year Vehicle with a 60 month/100,000 mile Certified Vehicle Plan and the Manufacturer's Warranty Start Date is unavailable or is not stated on the Registration Page, the Contract will expire 60 months after July 1, 2018, or when the Vehicle's odometer indicates 100,000 miles, whichever occurs first.

D. Deductible

Each time there is a Covered Repair, you must pay the amount of the Deductible. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits). If a Deductible is not stated on the Registration Page the Deductible will be \$100.

E. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
2. **We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally recognized labor time guide.**
3. **We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation.**

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Powertrain Coverage

Gasoline/Diesel Engine: all internal lubricated parts ♦ engine block ♦ cylinder heads ♦ harmonic balancer ♦ manifold(s): exhaust/intake (**excluding catalytic converters**) ♦ oil pan (**excluding drain plug related failures**) ♦ oil pump ♦ electric oil pump ♦ timing belt/chain, gear, cover and tensioner ♦ manufacturer-installed turbocharger(s) ♦ manufacturer-installed supercharger ♦ valve covers.

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): all internal lubricated parts ♦ transmission and transfer case housing ♦ torque converter ♦ mounts ♦ flywheel/flexplate ♦ vacuum modulator ♦ electric oil pump.

Drive Axle (Front/Rear/AWD/4-Wheel Drive): all internal

lubricated parts within the drive/transaxle assembly and housing, including axles and axle bearings ♦ hubs, bearings and front hub locking assemblies ♦ constant velocity joints ♦ universal joints ♦ drive shaft ♦ locking rings ♦ wheel bearings.

Cooling/Fuel: thermostat/housing ♦ water pump/housing ♦ electric coolant pump ♦ throttle body assembly ♦ diesel accessory vacuum pump, injectors and injection pump ♦ fuel pump.

Hybrid Vehicle: hybrid vehicle electric motor assembly ♦ electronic transmission/transaxle assembly ♦ electric traction-drive motor assembly.

Filters, Fluids, Lubricants and Taxes: filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above.

Silver Coverage (All Covered Parts listed under Powertrain Coverage above plus the following)

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): oil pan.

Cooling/Fuel: radiator fan relay ♦ fuel lines.

Air Conditioning: compressor: clutch, coil and electric engine ♦ pulleys and bearings ♦ pressure cycling switch ♦ dash control unit / temperature control module ♦ condenser ♦ evaporator ♦ dye, flushing liquids or refrigerant(s) if needed in conjunction with a Covered Repair.

Brakes: backing plates ♦ disc brake calipers ♦ wheel cylinders ♦ master and power brake cylinder ♦ vacuum assist booster ♦ hydraulic lines / fittings ♦ manual or electronic parking brake system and cables (**excluding handle**).

Electrical: alternator and voltage regulator ♦ ignition module ♦ ignition coils ♦ switches/buttons including manually or mechanically-operated electrical switches ♦ starter motor, solenoid and starter drive ♦ wiper motors ♦ wiring harnesses for Electrical Covered Parts.

Steering: all internal lubricated parts within the steering gear and power steering pump ♦ control valve ♦ power steering lines, hoses, cooler and couplings ♦ tie rod ends ♦ idler arm ♦ pitman arm ♦ intermediate and main shaft ♦ drag link ♦ rack-and-pinion gear and housing ♦ steering knuckle ♦ electric power steering system.

Suspension: ball joints ♦ control arms, shafts and bushings ♦ linkage and bushings ♦ struts, mounts and bushings ♦ stabilizer bar, links and bushings ♦ spindle/spindle support.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above.

Gold Coverage (All Covered Parts listed under Powertrain Coverage and Silver Coverage above plus the following)

Gasoline/Diesel Engine: oil pressure sending unit ♦ mounts.

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): transmission cooler/metal lines ♦ transmission range sensor ♦ external transmission solenoids.

Cooling/Fuel: mass air flow sensors/meters ♦ oxygen sensors ♦ fuel tank ♦ fuel tank sending unit ♦ radiator ♦ blade assembly and fan clutch ♦ electric cooling fan motor.

Air Conditioning: accumulator ♦ receiver/dryer ♦ temperature control actuators and motors ♦ thermostatic expansion valve ♦ blower motor and resistor ♦ heater core ♦ lines and hoses ♦ belt tensioner.

Brakes: antilock brake system ♦ brake pedal shaft.

Steering: column lock ♦ tilt wheel mechanism.

Suspension: electronic level control system.

Electrical: control modules: body, cruise, engine, powertrain, transmission and wiper ♦ motors: convertible top, door lock, mirror, seat track, sunroof and window ♦ window regulator ♦ door lock actuators ♦ sensors: camshaft position, coolant temperature, crankshaft angle and throttle position ♦ instrument cluster ♦ keyless entry system ♦ rear window defroster (**electrical failures only**)

♦ radio ♦ compact disc player ♦ wiring harnesses for Electrical Covered Parts.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above.

Platinum Coverage Any part experiencing a Mechanical Breakdown before this Contract expires or is cancelled **except for the parts listed in Section H (Exclusions and Other Coverage Limitations).**

Optional Surcharged Coverage Any one or more of the following if selected and paid for on the Contract Purchase Date and indicated on the Registration Page.

Lift Kit / Tire Modifications: Covers eligible vehicles with an aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits with no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires that do not exceed the OEM specifications by more than 4" in diameter.

Snow Plow: Covers eligible vehicles with less than a three quarter ton rating that are equipped with a manufacturer snow plow package, including a snow plow prep package. **The snow plow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and/or equipment is not covered.** The Vehicle must be used for personal use only. This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Business Use Coverage.

Business Use: Covers eligible vehicles with less than one ton rating, used solely or partially in pursuit of a business or for the generation of income, regardless of whether the Vehicle is registered to an individual or business. This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Snow Plow Coverage.

F. Reporting a Mechanical Breakdown Claim

To obtain service during normal business hours:

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
3. **You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**
4. **Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.**
5. **If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.**
6. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

To obtain service after normal business hours:

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **Obtain a written repair estimate from the Repair Facility**
3. **You may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.**
4. **Follow steps 4-6 listed above for obtaining service during normal business hours.**

G. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. Road Service Allowance:

We will reimburse you up to \$100 per incident for emergency roadside assistance expenses incurred in the United States, its territories and possessions and Canada, if the Vehicle becomes inoperable as a result of a Mechanical Breakdown (regardless of whether it results in a Covered Repair) or any other condition not specifically excluded in Section H (Exclusions and Other Coverage Limitations). This assistance comprises: towing or winch-out service ♦ flat tire replacement using the Vehicle's inflated spare ♦ delivery of fuel, water and other fluids necessary to operate the Vehicle (excluding the cost of fluids) ♦ lock-out assistance ♦ jump start (excluding hybrid vehicle main power cell batteries). Winch-out service will not be provided if the Vehicle was intentionally driven off-road. **You must make your own arrangements for emergency roadside assistance.**

2. Substitute Transportation:

We will reimburse you up to \$35 per day, for a maximum of 7 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the Vehicle is undergoing a Covered Repair. We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source. This additional benefit also applies while the Vehicle is under the manufacturer's warranty. **You must make your own arrangements for substitute transportation.**

3. Trip Interruption:

We will reimburse you for expenses incurred for meals and lodging up to \$100 per day for a maximum of three days when the Vehicle is undergoing a Covered Repair due to a Mechanical Breakdown that has occurred more than 100 miles from your residence and the Repair Facility keeps the Vehicle overnight. Valid lodging and meal receipts are required for you to receive reimbursement. **You must make your own arrangements for meals and lodging.**

H. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

1. **Repairs or replacements falling within any of the following descriptions:** not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, burnt valves or engine detonation failure.
2. **Damages and costs falling within any of the following descriptions:** arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Contract ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option)

♦ is retrofitted with aftermarket equipment to use alternative fuels ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).

4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.
5. **A part falling within any of the following descriptions:** key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment.
6. **Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items:** belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ valve grinding ♦ hoses (except air conditioning and power steering hoses) ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels / rims ♦ wheel balancing ♦ wiper arms and blades ♦ adjustments and alignments ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

I. Claim Appeal Process

You may appeal a claim denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal request. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USW.claimsappeal@Protective.com

Mailing Address

Protective
P.O. Box 830637 Birmingham, AL 35283-0637
Attn: VSC Claim Review

J. Limits of Liability

Our liability under this Contract shall never exceed either of the following:

Over the Life of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date as determined using leading industry used car value guides such as the National Automobile Dealers Association (NADA) Official Used Car Guide or Kelley Blue Book.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.

Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

K. Contract Transfer

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify us.

L. Cancellation Procedures

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637
Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request.

2. We may cancel this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").

b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser

of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

- 4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, the refund will be paid directly to the lienholder.
- 5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

M. Arbitration and Other Matters Concerning Disputes

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

- 1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
- 2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
- 3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
- 4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
- 5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

N. General Terms

- 1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is

- amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
 3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
 4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
 5. This Contract is not renewable.

O. State Amendment Requirements/Disclosures

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Alaska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:

- a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
- b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
- c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
- d. Physical changes are made to the Vehicle that results in the Vehicle becoming ineligible for Coverage under this Contract;
- e. You commit a substantial breach of duties related to the Vehicle; or
- f. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract, or in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 7.5% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
- d. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty per month, based on the Amount Paid, shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty per month, based on the unearned Amount Paid, shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when

applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

The following is added to the Contract:

Section 44-1267 of the Arizona Revised Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of 10,000 pounds or less which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

Subsections 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels while the Vehicle is owned by you ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ your improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer while the Vehicle is owned by you ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition unless such condition was known or should**

reasonably have been known by us or the Seller.

5. **A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment installed by you or with your knowledge ♦ mobility or conversion equipment.**

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 10% of whatever portion of the Contract Price was paid by you, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

Punitive damages means those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary damages means those awarded in addition to actual damages.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

Sales tax is prohibited in California.

This Contract does not cover pre-existing conditions.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information within the first 60 days of the Contract Purchase Date, we will void the Contract and return the Contract Price to you or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

The second paragraph in Section E (Coverage) is deleted and replaced with the following:

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. If we require an inspection, the inspection will be performed within 3 business days. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the full amount of the Contract Price paid by you.
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, a refund will be made by us, minus a processing fee of \$25 or 10% of the Contract Price, whichever is less. The refund will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the full amount of the Contract Price paid by you. If a claim has been incurred, a refund will be made by us calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Subsection 4 of Section N (General Terms) is deleted and replaced with the following:

4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.

Colorado

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Connecticut

The following is added to the Contract:

Section 42-221 of the Connecticut General Statutes require a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 30 days or 1,500 miles, whichever occurs first, for vehicles with a sale price of \$3,000 but less than \$5,000 and coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with a sale price of \$5,000 or more. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

If the Contract Term Months is less than 12 months, we will automatically extend the Term Months for at least the number of days your Vehicle is in the possession of a Repair Facility for Covered Repairs during the term of the Contract.

Subsection 1 of Section L (Cancellation Procedures) is amended by adding the following:

You may cancel this Contract if you return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

In the event that you and we cannot resolve a dispute over the

terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Vehicle and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

District of Columbia

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002), P.O. Box 830637, Birmingham, AL 35283-0637.

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

The following language in the third paragraph on the Registration Page (page 1) is not applicable in Florida and is deleted in its entirety:

We do not issue guaranteed price refunds and are not obligated

under any guaranteed price refund you obtain from the Seller or any other party.

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. If you did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void Coverage under the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is

not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1, 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions:** not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address burnt valves or engine detonation failure.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels by you or with your knowledge ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition known to you.
5. **A part falling within any of the following descriptions:** key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind,

sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ aftermarket (non-manufacturer) equipment installed by you or with your knowledge ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer installed by you or with your knowledge ♦ mobility or conversion equipment.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:
 - a. The written notice must state the effective date of cancellation;
 - b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
 - c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
 - d. If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

The following is added to the Contract:

Hawaii Revised Statutes requires a dealer to provide the following warranty on certain pre-owned motor vehicles with a weight of 10,000 pounds or less: coverage for 90 days or 5,000 miles, whichever occurs first, for vehicles with less than 25,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 50,000 miles or more but less than 75,000 miles

at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Illinois

The following is added to the Contract:

Pursuant to 815 Illinois Stat. 505/2L, a dealer is required, under certain circumstances, to provide a warranty covering certain pre-owned motor vehicles that do not have a title branded "rebuilt" or "flood" and have 150,000 miles or less at the time of sale. The warranty provides power train component coverage for 15 days or 500 miles after delivery of a vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Indiana

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact us by mail or by phone. Refer to the Registration Page for our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws. We shall not require the use of used parts unless we have obtained prior written authorization from you or unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Louisiana

The following is added to the Contract:

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

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;

- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Maine

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid") including any applicable sales tax. If you cancel this Contract and have not incurred a claim, a 10% penalty of the Contract Price outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

If we fail to perform the services under this Contract within a reasonable time period, we will automatically extend the Contract Term Months for at least the number of days your Vehicle is in possession of the Repair Facility for a Covered Repair during the term of the Contract. This Contract will not terminate until the services are provided in accordance with the terms of this Contract.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Massachusetts

The following is added to the Contract:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,750 miles, whichever occurs first, for vehicles less than 40,000 miles at the time of sale; coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale; and coverage for 30 days or 1,250 miles, whichever occurs first, for vehicles with 80,000

miles or more but less than 125,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Minnesota

The following is added to the Contract:

Section 325F.662 Subd.2 of the Minnesota Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with less than 36,000 miles at the time of sale and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Mississippi

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A material misrepresentation by you to us;
 - b. A substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever

portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

- 1. IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN**

DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

- 2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENT AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
- 3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.**
- 4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS AFTER YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT**

WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.

5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Montana

Subsection 2 of Section L (Cancellation Procedures) is deleted and replaced with the following:

- 2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or substantial breach of duties by you relating to the Vehicle or its use.

Nebraska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim

arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If you are not satisfied with the manner in which we are handling a claim on this Contract, you may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Pursuant to Nevada Revised Statutes 482.36662, if your Vehicle had 75,000 miles or more on the date of sale and has a weight of 14,000 pounds or less, under certain circumstances, the dealer may be required to provide a warranty which may provide coverage for up to 30 days or 1,000 miles after the date of sale, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsection 3 of Section E (Coverage) is deleted and replaced with the following:

3. **We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, until the limits of such third party coverage are reached, regardless of whether the third party honors its coverage obligation. We will, however, pay for repairs to any Covered Parts that are not covered by such third party coverage.**

Subsections 3 and 4 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: the Vehicle being retrofitting with aftermarket equipment to use alternative fuels ♦ your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw**

acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
 - a. Your conviction of a crime which results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
 - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
 - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
 - e. You did not pay the Contract Price.We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month or a portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for

cancellation as the cancellation date.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by the following:

The arbitration provision is subject to RSA 542.

The state of New Hampshire is the jurisdiction of any civil action or arbitration proceeding in connection with this Contract.

New Jersey

The following is added to the Contract:

Section 56:8-69 of the New Jersey Revised Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,000 miles, whichever occurs first, for vehicles with 24,000 miles or less at the time of sale; coverage for 60 days or 2,000 miles, whichever occurs first, for vehicles with more than 24,000 miles but less than 60,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 60,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual duties with regard to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid

will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New Mexico

The following is added to the Contract:

Section 57-16A-3.1 of the New Mexico Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of less than 10,000 pounds which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
 - a. Your conviction of a crime that results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract; or
 - d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or

unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New York

The following is added to the Contract:

Section 198-b of the New York General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 4,000 miles, whichever occurs first, for vehicles with 18,001 to 36,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 36,001 to 79,999 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 80,000 to 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 198-b of the New York General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the Contract term.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations are insured (guaranteed) under the contractual liability insurance policy (reimbursement insurance policy) issued by First Colonial Insurance Company, located at 1776 American Heritage Life Drive, Jacksonville, Florida 32224. You may file a claim with the insurance company directly if we fail to pay any claim or to make a refund within sixty (60) days after proof of loss has been filed with us. To do so, please call (800) 621-4871 for instructions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount

Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

North Carolina

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to business/commercial use references in service warranty contracts.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

Rhode Island

The following is added to the Contract:

Section 31-5.4 of the Rhode Island General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 3,000 miles, whichever occurs, for vehicles with 36,000 miles or less at the time of sale, and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 31-5.4 of the Rhode Island General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the term of the Contract.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by

calling 1-800-768-3467. This Contract is not insurance.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of contract service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the

- manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.
- We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or material misrepresentation by you to us, or a substantial breach of duty by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
 - d. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page (page 1) is not applicable in Utah and is deleted in its entirety.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Section F (Reporting a Mechanical Breakdown Claim) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 2 Section L (Cancellation Procedures) is deleted and replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation;
 - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract ;
 - c. Substantial breach of contractual duties, conditions or warranties; or
 - d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Vermont

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration is binding upon the parties only if both parties agree to the arbitration process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation by you to us;
 - b. Substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles. If cancellation is due to a total loss of the Vehicle, a processing fee will not be deducted from the refund.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Wyoming

Subsections 2, 3 and 4 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any

of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the unearned Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed or in the event of a charge-off, the lienholder/lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder/lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder/lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

Combo service contract vehicle plans

Coverage:

Powertrain- Powertrain component coverage

Silver- Basic component coverage

Gold- Comprehensive component coverage

Platinum- Virtually every item, excluding maintenance

Optional coverage:

Maintenance Plan

- Basic
- Value
- Premium

Road Hazard Coverage

- Tire Plan
- Tire & Wheel Plan
- Tire & Wheel with Cosmetic Coverage

New vehicles

Eligibility:

Current Plus one model year up to 1 model years old

Up to 6,000 Miles

Expires at term

A new vehicle is defined as a current model vehicle purchased or leased by the first retail user

Demos with full factory warranty are eligible

All new vehicle service agreements start from the sale date

Terms:

Range from 36 months/45,000 miles to 120 months/100,000 miles

Used vehicles with factory warranty remaining

Eligibility:

Based on Basic Manufacturer's Warranty

Expires at term

All used vehicles with factory warranty remaining start from the sale date and zero miles

Terms:

Range from 36 months/45,000 miles to 96 months/125,000 miles

Used vehicles

Eligibility:

Current plus 10 model years old

Up to 120,000 Miles

Term begins at sale date and sale mileage, adds mileage at the time of sale to expiration

Terms:

Range from 6 months/6,000 miles to 60 months/75,000 miles

Certified vehicles

Eligibility:

Expires from the in-service date and at zero miles.

Service Agreements must be sold at time of vehicle sale

Eligibility is based on each manufacturer's guidelines

Terms:

Range from 36 months to 120 months.

Additional information

Deductibles:

\$0, \$50, \$100 or \$200 (used vehicles only)

Benefits:

Rental car allowance

The customer will be reimbursed up to \$35 per day for a maximum of seven days for same day rental (immediately effective when the vehicle is accepted for a covered repair).

Towing allowance

The customer will be reimbursed up to \$100 per repair visit for towing involving a covered mechanical breakdown repair.

Road service allowance

Customer will be reimbursed up to \$100 (in excess of any amount covered by the manufacturer's warranty) for road services related to a disablement (out of gas, lock out, tire repair) during the term of the coverage that is selected.

Trip interruption

Customer will be reimbursed up to \$100 per day for a maximum of \$300 for lodging and meals. The vehicle must be inoperative due to a failure covered by the service agreement

or the factory warranty; and the failure occurs more than one hundred miles away from their home

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale
- Receipts evidencing completion of manufacturer's prescribed maintenance

Limited Motor Vehicle Service Agreement

United States Warranty Corp.



A Protective Company

Service Agreement Number: **CUS**

DECLARATIONS

VIN NUMBER		VEHICLE INFORMATION	Year	Make	Model			
CUSTOMER NAME		CUSTOMER EMAIL						
CUSTOMER ADDRESS								
CUSTOMER PHONE								
DEALER NAME		DEALER CODE						
DEALER ADDRESS		DEALER PHONE						
LIENHOLDER NAME		VEHICLE PURCHASE PRICE						
LIENHOLDER ADDRESS								
DEDUCTIBLE	<input type="checkbox"/> \$0	<input type="checkbox"/> \$50	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	EFFECTIVE DATE		EFFECTIVE MILES	

I understand the purchase of this service agreement is not required in order to purchase or obtain financing for this motor vehicle and that I must obtain authorization prior to beginning any repairs covered by this agreement. I understand if the vehicle I have purchased, above, includes services provided by the Manufacturer/Dealership, I will not receive those services under this Agreement. I also understand I must return to the Manufacturer/Dealership to receive these services.

Customer Signature _____ Date _____ Dealer Signature _____ Date _____

MECHANICAL BREAKDOWN	PLAN	<input type="checkbox"/> New	<input type="checkbox"/> Pre-Owned with Factory Warranty Remaining		
		<input type="checkbox"/> Pre-Owned	<input type="checkbox"/> Wraparound/Certified		
	COVERAGE	<input type="checkbox"/> Powertrain	<input type="checkbox"/> Silver	<input type="checkbox"/> Gold	<input type="checkbox"/> Platinum
	TERM	Months	Miles	EXPIRATION	Date (whichever occurs first) Miles
ROAD HAZARD	PLAN	<input type="checkbox"/> Tire	<input type="checkbox"/> Tire & Wheel	<input type="checkbox"/> Tire & Wheel with Cosmetic Repair	
	TERM	Months	EXPIRATION		
PURCHASE PRICE \$	Mechanical	Road Hazard	Total		

OPTIONAL COVERAGE

MAINTENANCE	PLAN	<input type="checkbox"/> Standard	<input type="checkbox"/> Wrap	OIL TYPE	<input type="checkbox"/> Synthetic	<input type="checkbox"/> Synthetic Blend
	COVERAGE	<input type="checkbox"/> Basic	<input type="checkbox"/> Value	<input type="checkbox"/> Premium	INTERVAL	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
	TERM	Months	Miles	EXPIRATION	Date (whichever occurs first)	Miles
PURCHASE PRICE \$	Maintenance					

UNITED STATES WARRANTY CORP.

22 Northeast 22nd Avenue • Pompano Beach, Florida 33062 • 954-784-9400 • 800-432-4566

In CA, HI, RI
USWC, INC.

In MA
USWC

In ND, NH
USWC OF FLORIDA

D/B/A

In AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI, WY

UNITED STATES WARRANTY CORP. OF FLORIDA

Florida License No. 60002

CA VSCP License No. 0D12145

Top White - Administrator • Canary - Dealer • Pink - Customer • Bottom White Page(s) - Customer

In the event of a Mechanical Breakdown, We agree to pay or reimburse You for the reasonable Costs to repair or replace Covered Parts in excess of the Deductible, subject to the terms and conditions, and limitations herein.

PLAN COVERAGE: The plan coverage that applies to Your vehicle is determined by which box is selected in the Declarations. The Road Hazard Plan can be purchased alone or in conjunction with another plan.

DEFINITIONS

- 1) "You" and "Your" mean the named Customer in the Declarations.
- 2) "We", "Us", and "Our" refer to the provider or obligor, United States Warranty Corp., USWC, Inc., USWC, USWC of Florida, or United States Warranty Corp. of Florida.
- 3) "Selling Dealer" is defined as the dealership that sold this service agreement to You.
- 4) "Covered Part(s)" means one or more of the parts or components identified as subject to coverage in Section 1 (Mechanical Breakdown Coverage - What This Agreement Covers) for coverage selected and not specifically excluded in Section 12 (Exclusions - What This Agreement Does not Cover).
- 5) "Covered Repair" means the repair or replacement of one or more Covered Parts for which We have a reimbursement obligation greater than zero dollars under this agreement.
- 6) "Covered Vehicle" means the vehicle described in the Declarations.
- 7) "Mechanical Breakdown" or "Failure" is an event which results in the inability of a Covered Part to perform the function(s) for which it was designed due to an inherent material failure. Neither damage nor wear shall be taken to constitute Mechanical Breakdown or Failure. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts.
- 8) "Effective Miles" means the mileage reading of the Covered Vehicle's odometer at the time of purchase of this agreement.
- 9) "Cost" means the usual and reasonable charges for parts and labor. These charges shall not exceed the manufacturer's suggested retail price (MSRP) for parts and labor allowances derived from nationally recognized labor time publications.
- 10) "Effective Date" in a New vehicle means the manufacturer's original in-service date. In a Used vehicle, "Effective Date" means the date the agreement was purchased from the dealer.
- 11) "Expiration Mileage" is the mileage reading on a continuously operational odometer at which point the vehicle is no longer covered under the terms of this agreement.
- 12) "Expiration Date" is the first day the vehicle is no longer eligible for coverage under this agreement.
- 13) "Deductible" means the amount You are required to pay, as shown in the Declarations, per repair visit, for covered repairs. If a Covered Repair's Cost is less than the Deductible, You are responsible for the repair total.
- 14) "Wraparound/Certified" means that this vehicle has powertrain coverage from another source and coverage under this agreement is secondary.
- 15) "Road Hazard" is defined as debris on the road surface, such as nails, screws, glass or other objects not normally found on the roadway or road surface conditions such as potholes, cracks and breaks.
- 16) "Cosmetic Damage" is defined as scrapes, scratches or nicks on the surface of the wheel that can be repaired. We and the technician retain sole authority to determine whether damage can be repaired.

COVERAGE SECTIONS

- Section 1: Mechanical Breakdown Coverage - What This Agreement Covers
- Section 2: Optional Coverage - Maintenance Plan
- Section 3: Road Hazard Coverage
- Section 4: Rental Car Allowance
- Section 5: Towing Allowance
- Section 6: Road Service Allowance
- Section 7: Trip Interruption
- Section 8: Claims Procedures

- Section 9: Cancellation Procedures
- Section 10: Cancellation Procedures
- Section 11: General
- Section 12: Exclusions - What This Agreement Does Not Cover
- Section 13: State Amendments

SECTION 1 - MECHANICAL BREAKDOWN COVERAGE - WHAT THIS AGREEMENT COVERS

POWERTRAIN

ENGINE: All Internal Lubricated Parts; Cylinder Block (Excluding Freeze Plugs); Cylinder Heads; Flywheel/Flexplate; Harmonic Balancer; Intake Manifold; Exhaust Manifold; Oil Pan; Oil Pump; Timing Belt; Timing Chain; Timing Chain Cover; Timing Gears/Sprockets; Turbo/Supercharger; Valve Covers.

COOLING AND FUEL: Diesel Fuel Injection Pump; Diesel Nozzles; Diesel Vacuum Pump; Fuel Injectors (Excludes Clogged Injectors); Fuel Pump; Thermostat; Thermostat Housing; Throttle Body Assembly; Water Pump; Water Pump Housing.

TRANSMISSION: Transmission Case and all Internal Parts; Torque Converter; Transmission Mounts; Transfer Case and all Internal Parts; Vacuum Modulator.

DRIVETRAIN: Automatic Front Locking Hubs; Axle Shafts; Axle Shaft Bearings; Axle Supports; CV Joints; Differential and all Internal Parts; Drive Axle Housing and all Internal Parts; Drive Shaft; Final Drive Housing and all Internal Parts; Hub Bearings; Locking Rings; Propeller/Drive Shaft; Universal Joints; Wheel Bearings.

SEALS AND GASKETS: All Seals and Gaskets on parts listed above.

SILVER - INCLUDES ALL PARTS LISTED UNDER POWERTRAIN, PLUS:

ENGINE: Flywheel Ring Gear; Oil Pump Housing.

COOLING AND FUEL: Diesel Fuel Lines; Fuel Lines; Radiator Fan Relay.

TRANSMISSION: Governor; Oil Pan.

AIR CONDITIONING: Clutch and Bearings; Compressor; Compressor Pulley; Compressor Clutch Switch; Control Head; Condenser; Evaporator; Field Coil.

BRAKES: Backing Plates; Calipers; Clips; Master Cylinder; Hydraulic Lines/Fittings; Parking Brake Cables; Parking Brake Linkage; Power Brake Booster; Retainers; Self-Adjustors; Springs; Wheel Cylinders.

ELECTRICAL: Alternator/Generator; Electronic Ignition Module; Ignition Coil/Coil Pack; Manually Operated Electrical Switches; Starter Motor and Solenoid; Voltage Regulator; Wiper Motor; Wiring Harnesses for Parts Listed.

STEERING: Control Valve; Cooler and Cooler Lines/Hoses; Pressure Line/Hose; Return Line/Hose; Couplings; Idler Arm; Intermediate Shaft; Linkages; Main Shaft; Pitman Arm; Power Steering Pump; Rack and Pinion; Spindle; Spindle Support; Steering Gear Housing and all Internal Parts; Steering Knuckle.

SUSPENSION: Ball Joints; Control Arms, Shafts and Bushings; Linkage and Bushings; Macpherson Struts; Stabilizer/Sway Bars Shafts, Bushings and Links; Strut Mount; Strut Mount Bushings; Tie Rods.

SEALS AND GASKETS: All Seals and Gaskets on parts listed above.

GOLD - INCLUDES ALL PARTS LISTED UNDER SILVER, PLUS:

ENGINE: Oil Pressure Sending Unit; Engine Mounts/Motor Mounts.

COOLING AND FUEL: Mass Air Flow Sensors/Meters, Oxygen (O2) Sensors; Fuel Tank; Fuel Tank Selector Valve; Fuel Tank Sending Unit; Radiator; Radiator Fan; Radiator Fan Clutch; Radiator Fan Motor.

TRANSMISSION: Bell Housing; Transmission Oil Cooler and Lines/Hoses; Transmission Range/MLP Sensor; External Transmission Solenoids.

DRIVETRAIN: Carrier Assembly and all Internal Parts.

AIR CONDITIONING: Accumulator/Dryer/Receiver; Temperature Control Actuators/Motors; Temperature Control Module; Expansion Valve; Heater Blower Motor; Heater Core Assembly; A/C Hoses and Lines; Pressure Cycling Switch, Serpentine Belt Tensioner.

BRAKES: ABS Accumulator; ABS Modulator Valve; ABS Control Module; ABS Pump Motor Assembly; ABS Sensor; Brake Pedal Shaft.

STEERING: Column Lock; Manual Steering Tilt and Manual Telescoping Mechanism.

SUSPENSION: Air Electronic Suspension/Load Leveling System.

ELECTRICAL: Body Control Module; Transmission Control Module; Engine Control Module; Powertrain Control Module; Cruise Control Module; Electric Mirror Motor; OEM Radio; Compact Disc Player; Cassette Tape Player; Analog Instrument Clusters Including Speedometer, Odometer, Tachometer and all Gauges; Keyless Entry System (Excluding Door Handles); Convertible Top Motor; Door Lock Actuators and Motors; Window Motors/Regulators; Seat Track Motor; Sunroof Motor; Rear Window Defroster; Camshaft Position Sensor; Coolant Temperature Sensor; Crank Angle Sensor; Throttle Position Sensor; Wiper Control Module; Wiring Harnesses for parts listed.

SEALS AND GASKETS: All Seals and Gaskets on parts listed above.

PLATINUM

IF PLATINUM COVERAGE IS SELECTED, ALL MECHANICAL BREAKDOWNS ARE COVERED EXCEPT FOR THOSE PARTS AND CONDITIONS EXCLUDED UNDER "EXCLUSIONS, WHAT THIS AGREEMENT DOES NOT COVER."

SECTION 2 - OPTIONAL COVERAGE - MAINTENANCE PLAN

BASIC

INTERVAL 1

- Lube, Oil and Filter Change every 3 months or 3,000 miles.
- Tire Rotation every 6 months or 6,000 miles.
- Multi-Point Inspection every 3 months or 3,000 miles.

INTERVAL 2

- Lube, Oil and Filter Change every 4 months or 3,750 miles.
- Tire Rotation every 8 months or 7,500 miles.
- Multi-Point Inspection every 4 months or 3,750 miles.

INTERVAL 3

- Lube, Oil and Filter Change every 5 months or 5,000 miles.
- Tire Rotation every 5 months or 5,000 miles.
- Multi-Point Inspection every 5 months or 5,000 miles.

INTERVAL 4

- Lube, Oil and Filter Change every 6 months or 7,500 miles.
- Tire Rotation every 6 months or 7,500 miles.
- Multi-Point Inspection every 6 months or 7,500 miles.

INTERVAL 5

- Lube, Oil and Filter Change every 12 months or 10,000 miles.
- Tire Rotation every 6 months or 5,000 miles.
- Multi-Point Inspection every 6 months or 5,000 miles.

VALUE

In addition to all of the items covered under the BASIC plan, You will also receive:

- Cabin Air Filter Replacement every 15,000 miles.
- Engine Air Filter Replacement every 15,000 miles.
- Front Wiper Blade Replacement every 12 months.

PREMIUM

In addition to all of the items covered under the VALUE plan, You will also receive:

- Wheel Balance every 15,000 miles.
- Wheel Alignment every 30,000 miles.
- Front Brake Pad Replacement one (1) time during the term of the Agreement, for terms of 36 months and greater.

SECTION 3 - ROAD HAZARD COVERAGE

THIS COVERAGE MAY BE PURCHASED ALONE OR IN CONJUNCTION WITH ANOTHER PLAN.

TIRE PLAN

This Plan covers the repair or replacement of each auto tire on Your vehicle described in the Declarations, for the usable tread life of the tire which becomes unserviceable as a result of a Road Hazard. Replacement will be limited to a tire that is the same type of tire, or its equivalent, as Your vehicle's original manufacturer or distributor installed tire. In the event the disabled tire is out of production, the same basic construction and quality which may feature a different sidewall or tread configuration will be used. Repairable punctures will

be repaired free of charge. Mounting and balancing (if required) will be performed at no charge.

TIRE & WHEEL PLAN

In addition to the Tire Plan, should the wheel on which the covered damaged tire was mounted not hold air after the tire is repaired or replaced, then the Cost of that wheel's repair or, if necessary, replacement with the same wheel that was originally installed by the manufacturer/distributor or in the case where the same wheel is not available, a wheel that is equal, will be reimbursed to the Customer listed in the Declarations.

TIRE & WHEEL PLAN WITH COSMETIC REPAIR COVERAGE

In addition to the Tire & Wheel Plan, this Plan will provide for the limited repair of cosmetic surface damage to any covered alloy wheel due to a Road Hazard. Negligence or deliberate damage is not covered. Coverage is limited to the manufacturer's original equipment or like replacements.

WHAT IS NOT COVERED?

A) Manufacturer's defects; B) Non-Cosmetic Damage caused by collision with a curb; C) Damage resulting from a car wash; D) Damage due to dry rot;

E) Cosmetic repair to steel, chrome and chrome simulation wheels; F) Any covered wheel damage covered by the agreement holder's primary insurance provider or a manufacturer's warranty or recall; G) Covered wheel transferred from your covered vehicle to another motor vehicle; h) Covered wheel that is damaged from contact resulting from suspension, body or frame damage; I) Due to aging and variance in alloy wheel color and texture, it is not always possible to match colors or alloy wheel(s), so an exact color or texture match is not guaranteed; j) If the Cosmetic wheel repair is not an exact match, or the composite scrapes, scratches or nicks on the covered wheel are unable to be repaired, the covered wheel will not be replaced; k) Cosmetic wheel coverage does not extend to wheels that are dented, cracked or bent as a result of a Road hazard; L) Any damage resulting from outside sources such as Acts of God, fire, flood, theft, vandalism, war or riot, terrorism, explosion, use of tire chains; M) Any fees, such as environmental or disposal charges, shipping and surcharges, shop supplies; N) Any pre-existing damage, normal wear and tear, secondary damages, mechanical defects; O) Commercial use of covered vehicle, usage of the covered vehicle as an emergency service vehicle, competitive driving, racing, snow plowing, off road usage, overloading, covered vehicles used on roads not maintained by state or local authorities; P) If damage occurs outside the United States, its territories and Canada; Q) Any covered vehicle involved in an accident; R) Procedures completed without authorized approval before work commences will not be covered; S) Repairs made by anyone other than a servicing facility licensed to perform repairs that has a federal employer's identification number; T) Any 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, personal expenses, inconvenience, or commercial loss; u) agreement does not extend to a vehicle attached to your covered vehicle such as a trailer or if covered vehicle is in tow; V) Invoices presented for payment on agreements for which payment of the appropriate Cost of this agreement has not been received, or for services not performed, not authorized, not as described at the time of prior authorization, authorized claims without a claim tracking number; w) Tires that are undersized, oversized or otherwise not recommended by the vehicle manufacturer.

WHAT ARE THE OWNER'S OBLIGATIONS?

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. **It is your obligation to ensure that your tire/wheel assemblies are kept in balance and that your tires are operated at the proper inflation pressures.** Check the pressure of each tire, including the spare, at least monthly when the tires are cool. This agreement does not apply to commercial vehicles. If a higher priced tire is accepted as a replacement, the difference in price will be Your responsibility. This agreement provides for services and is not intended to be a representation that tire failure cannot occur. **It is your responsibility to replace any tire when its tread depth, at its lowest point, reaches 2/32".**

SECTION 4 - RENTAL CAR ALLOWANCE

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE.

You will be reimbursed up to Thirty-Five (\$35) Dollars per day for a maximum of seven (7) days, immediately effective when Your vehicle is accepted for a Covered Repair. Rental benefits, per incident, end at the maximum allowed days or when the repair is completed, whichever comes first. All rental reimbursements are for base rental charges incurred at a licensed rental car agency or authorized dealer. Taxes and additional fees are not included. Any rental charges incurred beyond the parameters of this section regardless of the cause of delay are excluded.

SECTION 5 - TOWING ALLOWANCE

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE.

You will be reimbursed up to One Hundred (\$100) Dollars if Your vehicle needs to be towed due to a Mechanical Breakdown. Towing coverage is limited to one (1) occurrence per disablement. No Deductible will apply to this benefit. To arrange for towing service, ask your repair facility for assistance or call a local tow service provider.

SECTION 6 - ROAD SERVICE ALLOWANCE

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE.

You will be reimbursed for road service expenses, up to One Hundred (\$100) Dollars (in excess of any amount covered by the manufacturer's warranty) related to a disablement (out of gas, locked out, tire repair) during the term of the coverage You selected.

SECTION 7 - TRIP INTERRUPTION

THIS ADDITIONAL ALLOWANCE IS INCLUDED WITH THE PURCHASE OF ANY MECHANICAL BREAKDOWN COVERAGE.

You will be reimbursed up to One Hundred (\$100) Dollars per day for a maximum of Three Hundred (\$300) Dollars for lodging & meals. The following conditions apply: 1) The vehicle must be inoperative due to a failure covered by the service agreement or the factory warranty; and 2) The failure occurs more than one hundred (100) miles away from home.

SECTION 8 - CLAIMS PROCEDURES

When repairs are necessary, return Your vehicle, if possible, to the Selling Dealer. If You cannot return to the Selling Dealer, You must telephone Us at 1-800-432-4566 during normal business hours to report the condition of Your vehicle. You may take your vehicle to any licensed repair facility in the USA and Canada, however, we reserve the right to relocate your vehicle at Our discretion. The repair facility MUST obtain authorization from Us prior to any repair. In order to file a claim, please observe the following provisions:

- 1. You must have your vehicle serviced according to the factory recommended maintenance intervals as outlined in your vehicle's owner's manual. You may be asked to provide receipts documenting such maintenance in the event of a Mechanical Breakdown. Failure to produce such documentation may result in the denial of your claim.**
2. You must use all reasonable means to protect Your vehicle from further damage. We are not liable for damage caused by the continued operation of Your vehicle following an initial failure.
3. You must provide teardown authorization as requested in order to allow for an accurate diagnosis of Your vehicle's mechanical condition. We are not liable for teardown charges in the event of a denied claim.
4. We reserve the right to a second opinion; to inspect any vehicle and/or request relocation to a service facility of Our choice before authorization of any repairs. If Road Hazard coverage has been purchased, then We reserve the right to inspect the vehicle and its damaged tire/wheel.
5. Emergency repairs are defined as those failures which occur and are repaired outside of normal business hours. In these instances only, You may submit the unauthorized paid receipt/repair order for review and reimbursement according to the terms of Your agreement. These receipts must reflect the date of the repair as well as the mileage at the time of the failure.
6. In the event of an unauthorized emergency repair, You must submit any claim for reimbursement to this office with all documentation

required for processing Your claim within ninety (90) days of authorization and/or repair.

Failure to observe the procedures outlined above, may result in the denial of Your claim.

SECTION 9 - CANCELLATION PROCEDURES

This cancellation clause applies to the Mechanical Breakdown, Road hazard and Maintenance sections referenced in this agreement. Each product can be cancelled individually.

You may cancel this service agreement at any time by submitting written notification of Your intent to cancel to Us along with an odometer statement that may be obtained at the Selling Dealer.

During the first sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of Fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less. After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or Fifty (\$50) Dollars, whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

After sixty (60) days, We cannot cancel this agreement except: 1) If there has been a material misrepresentation or fraud at the time of sale of the service agreement; 2) If the agreement holder fails to maintain the motor vehicle as prescribed by the manufacturer (not applicable in California); 3) If the odometer has been tampered with or disabled and the agreement holder fails to replace the odometer (not applicable in California); or 4) For non-payment of purchase price by the agreement holder, in which case We shall provide the agreement holder notice of cancellation by certified mail.

The refund will be based upon the lesser of months or mileage remaining relative to the original agreement and figured on a one hundred (100%) percent pro rata basis. The lienholder will be named on the refund check when financing has been provided for the service agreement purchase price. In the event of repossession, charge off or total loss, lienholder may request cancellation of this service agreement and shall be the sole named payee.

SECTION 10 - TRANSFER PROCEDURES

This service agreement may be transferred by the original holder to a subsequent private purchaser (licensed dealers excluded). This agreement applies only with respect to the vehicle described in the Declarations and it is not transferable to another vehicle. To transfer this agreement, the following must be submitted to us within thirty (30) days from the date of sale or this agreement will no longer be in force: 1) A letter containing the name and address of the new owner and your authorization to transfer; 2) A copy of the bill of sale or other evidence showing proof of transfer; 3) A check for Forty (\$40) Dollars payable to united States warranty Corp. for the transfer fee; 4) Receipts evidencing completion of manufacturer's prescribed maintenance; and 5) Proof, if necessary, that any remaining manufacturer's warranty has been transferred to the purchaser of your vehicle.

SECTION 11 - GENERAL

1. THE TERMS AND CONDITIONS OUTLINED HEREIN REPRESENT THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY THE PURCHASER.
2. This service agreement applies only to Mechanical Breakdowns or Road Hazard disablements which occur during the time period or within the mileage period as shown in the Declarations and while the vehicle is within the United States, its territories or possessions and Canada.
3. If this agreement does not clearly denote the term, miles or coverage plan which You have selected, please contact Us or Your Selling Dealer.
4. **We reserve the right to require that a repair facility use a remanufactured or LKQ (Like kind and quality) part when replacing failed Covered Parts. If you prefer to use an alternative part, you will be responsible for the difference in price.**
5. Your Selling Dealer will warranty any Covered Repair, including parts and labor, for a minimum of twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If You elect to

bring Your vehicle to another repair facility, We reserve the right to require an equivalent warranty. If Your repair facility does not provide an equivalent warranty, You will be responsible for any problems with the original Covered Repair until such time as the dealer's warranty would have expired.

6. We require that all repairs and replacements be performed by qualified technicians employed at a licensed repair facility. We will not reimburse You for repairs performed by any non-licensed repair facility. In no case, regardless of qualification, will We reimburse You for repairs You perform on Your own vehicle.
7. This agreement will be governed by the laws of the state in which it is sold.
8. No amendment, supplement, or waiver of any provision of this agreement will be binding against Us unless it is in writing and signed by one (1) of the authorized representatives at Our office.
9. Our rights to recover payment: If We make any payment under this agreement and You have a right to recover against another party, Your rights shall become Our rights and You shall do whatever is reasonably necessary to enable Us to enforce these rights. Our subrogation rights become effective after You are made whole.
10. **EXCEPT IN FLORIDA:** Our obligations under this Agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Agreement and do not receive a refund from us or the Selling Dealer, please contact the insurance company.

SECTION 12 - EXCLUSIONS - WHAT THIS AGREEMENT DOES NOT COVER

THE FOLLOWING PARTS AND CONDITIONS ARE NOT COVERED BY THIS AGREEMENT. SEE STATE SPECIFIC PROVISIONS FOR ADDITIONAL EXCLUSIONS OR CHANGES.

- A. WE WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR THE FOLLOWING NORMAL MAINTENANCE-RELATED SERVICES AND PARTS WHICH INCLUDE BUT ARE NOT LIMITED TO: FILTERS; LUBRICANTS; FLUIDS (UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR); BELTS AND HOSES; REFRIGERANTS; SPARK PLUGS AND WIRES; WHEEL ALIGNMENTS OR BALANCING; TUNE-UPS; GLOW PLUGS; ANY MAINTENANCE SERVICE OR PART REQUIRED OR RECOMMENDED BY THE MANUFACTURER. (NOTE: IF YOU HAVE ELECTED A MAINTENANCE OPTION, SOME OF THE ABOVE MAY BE ELIGIBLE FOR COVERAGE.)
- B. ANY BODY, CHASSIS OR TRIM ELEMENTS; SHEET METAL; BODY FRAMES OF ANY KIND, MOUNTS OR BUSHINGS; CROSS MEMBERS; BODY RAILS; WELDING OF ANY PART; BODY PANELS; ENGINE CRADLES; BUMPERS; GLASS; CARPET; DOOR HANDLES & LATCHES; WEATHER STRIPPING; LENSES; SEALED BEAMS; LIGHT BULBS; LED LIGHTING; LAMPS; TIRES AND WHEELS; BATTERIES; CONVERTIBLE OR VINYL TOPS INCLUDING FRAMES AND LATCHES; SUNROOF TRACKS OR GUIDES; STANDARD TRANSMISSION CLUTCH COMPONENTS; EXHAUST SYSTEM INCLUDING CATALYTIC CONVERTOR; MOLDINGS; BRIGHT METAL; BOLTS; RETAINERS, CLAMPS, RIVETS, STUDS; BELTS AND HOSES (NOT SPECIFICALLY LISTED); UPHOLSTERY; PAINT; HINGES; PHYSICAL DAMAGE OR DISCONNECT OF CONTACTS TO DEFROST GRIDS OF THE HEATED BACKGLASS; CLEANING AND ADJUSTMENTS; DASH PAD AND VENTS; AIR OR WATER LEAKS; WIND NOISE; ODORS; SQUEAKS, RATTLES OR NOISES WHEN A FAILURE CANNOT BE DETERMINED. (NOTE: IF YOU HAVE ELECTED A ROAD HAZARD OPTION, SOME OF THE ABOVE MAY BE ELIGIBLE FOR COVERAGE.)
- C. DAMAGE CAUSE BY FAILURE TO MAINTAIN YOUR VEHICLE AS REQUIRED OR RECOMMENDED BY THE MANUFACTURER. THIS INCLUDES DAMAGE CAUSED BY IMPROPER LEVELS OF OIL, COOLANT OR OTHER FLUIDS AS WELL AS CONTAMINATION OF OIL, FLUIDS OR FUELS.
- D. DAMAGE OR FAILURES CAUSED BY COLLISION, FIRE, VANDALISM, THEFT, RIOTS, EXPLOSIONS, NATURE, THE ENVIRONMENT OR POLLUTION, INCLUDING AIRBORNE FALLOUT, HAIL, LIGHTNING, SALT, FREEZING, CORROSION,

WINDSTORM, FLOOD, ICE, SNOW, EARTHQUAKE, ACID RAIN OR TREE SAP.

- E. ANY FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, ALTERATIONS OR MODIFICATIONS MADE TO YOUR VEHICLE INCLUDING DAMAGE CAUSED BY OFF-ROAD USE, RACING OR OTHER COMPETITIVE DRIVING.
- F. DAMAGE CAUSED BY THE CONTINUED OPERATION OF YOUR VEHICLE WHILE IT IS OVERHEATING MAY RESULT IN THE DENIAL OF YOUR CLAIM. APPARENT FAILURES AND FLUID LEAKS WHICH ARE NOT ADDRESSED IN A TIMELY MANNER MAY RESULT IN FURTHER DAMAGE TO YOUR VEHICLE WHICH COULD RESULT IN THE DENIAL OF YOUR CLAIM.
- G. DAMAGE CAUSED BY TOWING A TRAILER, ANOTHER VEHICLE OR ANY OTHER OBJECT, UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.
- H. FAILURE CAUSED BY IMPROPERLY PERFORMED REPAIR WORK.
 - I. REPAIRS OR PARTS NOT SPECIFIED IN THE COVERAGE YOU SELECTED AND DAMAGE CAUSED TO A COVERED PART BY THE FAILURE OF A NON-COVERED PART.
 - J. DAMAGE CAUSED BY SLUDGE, CARBONIZATION, OIL STARVATION, OR THE CONDITION OF WATER INTRUSION COMMONLY KNOWN AS HYDROLOCK; NORMAL FLUID LOSS/SEEPAGE TO SEALS OR GASKETS; BURNT VALVES; WORN/CARBON SEIZED PISTON RINGS; ANY REPAIR FOR THE CORRECTION OF OIL CONSUMPTION OR ENGINE COMPRESSION WHEN A FAILURE HAS NOT OCCURRED; VALVE JOBS; FOR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE.
 - K. THIS AGREEMENT WILL NOT COVER ANY PERFORMANCE MODIFICATIONSTOYOURVEHICLE,ORANYDAMAGEARISING FROM SUCH PERFORMANCE MODIFICATIONS. HOWEVER, IF YOUR VEHICLE IS MODIFIED FOR PERFORMANCE, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. RATHER, THIS AGREEMENT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE PERFORMANCE MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS AGREEMENT.
 - L. VEHICLES USED IN COMMERCIAL APPLICATIONS SUCH AS: RENTALS, TAXIS AND LIMOUSINES, LIVERY/SHUTTLE SERVICE, CONSTRUCTION SITE ACTIVITIES OR ANY OTHER COMMERCIAL USAGE.
 - M. EMERGENCY VEHICLES SUCH AS POLICE, FIRE, AMBULANCE, TOW TRUCK OR ANY VEHICLE EQUIPPED WITH A SNOW PLOW.
 - N. VEHICLES WHICH HAVE BEEN TOTALED OR WHOSE MANUFACTURER'S WARRANTY HAS BEEN VOIDED OR VEHICLE WITH BRANDED OR SALVAGED TITLES.
 - O. REPAIR OR REPLACEMENT OF PARTS NOT AUTHORIZED BY US. THIS INCLUDES REIMBURSEMENT FOR THE REPAIR OR REPLACEMENT OF OTHERWISE COVERED PARTS WHEN PERFORMED OR AUTHORIZED BY YOU.
 - P. REPAIRS PERFORMED ANYWHERE OTHER THAN A LICENSED REPAIR FACILITY.
 - Q. ANY LOSS WHICH OCCURS WHEN AN ODOMETER IS INOPERATIVE WHETHER FROM FAILURE, DISCONNECTION OR ALTERATION WHILE OWNED BY YOU, OR WHEN AN EXACT DETERMINATION OF MILEAGE IS UNAVAILABLE.
 - R. HAZARDOUS WASTE DISPOSAL CHARGES, SHOP SUPPLIES, STORAGE CHARGES, RECYCLING FEES, CORE CHARGES OR FREIGHT/SHIPPING CHARGES.
 - S. ANY LOSS TO AN OTHERWISE COVERED PART WHILE UNDER THE MANUFACTURER'S OR REPAIRER'S RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE OR IF THE MANUFACTURER OR REPAIRER DENIES COVERAGE FOR ANY REASON WHILE UNDER ITS RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE; TECHNICAL SERVICE BULLETIN REPAIRS WHEN A FAILURE HAS NOT OCCURRED.
 - T. REPAIR OR REPLACEMENT OF NAVIGATIONAL, ENTERTAINMENT OR COMMUNICATION EQUIPMENT THAT

NO LONGER PERFORMS ITS FUNCTIONS DUE TO CHANGES IN TECHNOLOGY.

- U. REPAIR OR REPLACEMENT TO NON-FACTORY INSTALLED EQUIPMENT.**
- V. ANY LOSS IF MORE THAN ONE (1) WARRANTY OR INSURANCE AGREEMENT CAN BE APPLIED TO A MECHANICAL BREAKDOWN. OUR RESPONSIBILITY UNDER THIS AGREEMENT SHALL NOT EXTEND TO ANY PART OF THE REPAIRS, REPLACEMENT, LOSS OR DAMAGE THAT IS RECOVERABLE UNDER ANY OTHER COVERAGE.**
- W. FOR ANY LIABILITY FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OF TIME, PROFIT, INCONVENIENCE DUE TO THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED REPAIR.**
- X. THE AGGREGATE TOTAL OF ALL BENEFITS PAID OR MADE PAYABLE UNDER THIS AGREEMENT SHALL NOT EXCEED THE PRICE YOU PAID FOR YOUR VEHICLE AT THE TIME THIS AGREEMENT WAS PURCHASED, NOT TO INCLUDE FINANCE CHARGES. THE MAXIMUM BENEFIT PAYABLE FOR ANY SINGLE REPAIR OR REPLACEMENT SHALL NOT EXCEED THE ACTUAL CASH VALUE OF THE VEHICLE IMMEDIATELY PRIOR TO A MECHANICAL BREAKDOWN AS DETERMINED BY THE MOST RECENT N.A.D.A OFFICIAL USED CAR GUIDE. IN THE EVENT THE AGGREGATE TOTAL BENEFIT LIMIT IS REACHED, THEN THIS AGREEMENT IS CONSIDERED VOID AND NO FURTHER BENEFITS OR REFUNDS WILL BE PAYABLE TO THE AGREEMENT HOLDER.**
- Y. FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT.**

SECTION 13 - STATE AMENDMENTS

If this agreement is purchased in any of the following states, the applicable amendment shall apply:

ALABAMA

Free Look Provision - You may return this service Agreement within ten (10) days from delivery at the time of sale or within twenty (20) days of the date the Agreement was mailed for a full refund of the purchase price of the Agreement. This provision is not transferable and shall apply only to the original service Agreement purchaser, and only if no claim has been made prior to its return to the Selling Dealer.

The Cancellation paragraph is amended as follows: After the free look period, should the agreement holder cancel this Agreement, the administration fee for cancellation shall not exceed Twenty-Five (\$25) Dollars. A ten (10%) percent penalty will be applied to any refund that is not paid within forty-five (45) days of the return of this service agreement to Us. If We cancel, We will give You at least five (5) days notice stating the Effective Date and reason for cancellation.

ARIZONA

The fourth paragraph in Section 9, Cancellation Procedures, is deleted and replaced with the following:

After sixty (60) days, We cannot cancel this agreement except: 1) If You made a material misrepresentation or committed a fraudulent act at the time of sale of the service agreement; 2) If You fail to maintain the Covered Vehicle as prescribed by the manufacturer; 3) If the odometer, while the Covered Vehicle is owned by You, has been tampered with or disabled and You fail to replace the odometer; or 4) For non-payment of purchase price by You, in which case We shall provide You notice of cancellation by certified mail.

Items E and Y of Section 12, Exclusions - What This Agreement Does Not Cover, are deleted and replaced with the following:

- E. ANY FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, ALTERATIONS OR MODIFICATIONS MADE TO YOUR VEHICLE WHILE OWNED BY YOU INCLUDING DAMAGE CAUSED BY OFF-ROAD USE, RACING OR OTHER COMPETITIVE DRIVING.**
- Y. FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE PURCHASE OF THIS AGREEMENT, UNLESS SUCH CONDITION WAS KNOWN OR SHOULD REASONABLY HAVE BEEN KNOWN BY US OR THE SELLING DEALER.**

CALIFORNIA

The definition of Mechanical Breakdown is amended as follows:

Mechanical Breakdown is defined as an operational or structural failure due to a defect in materials or workmanship, or due to normal wear and tear. Claims Procedures is amended to include the following: If the VSCP has the vehicle towed to a repair facility of its choice for a second opinion, the towing cost will be borne by the VSCP.

The Cancellation provisions are amended as follows: During the first sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the purchase price paid, if no claims have been filed. If a claim has been filed within the first sixty (60) days, the refund will be pro-rated based on the lesser of months or mileage remaining. After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price paid, less a fee of ten percent (10%) of the refund amount or Twenty-Five (\$25) Dollars, whichever is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement. After the first sixty (60) days from the Effective Date, We may cancel only for 1. Fraud, 2. Misrepresentation, or 3. Non payment of the purchase price. The full purchase price of this service agreement will be refunded within thirty (30) days of the date of cancellation. We will provide notice of cancellation and the specific grounds for cancellation to the agreement holder via certified mail.

Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days of the date a claim was filed. The name and address of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 1-800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357, or access the department's Internet Web site (www.insurance.ca.gov).

Vehicle service Agreements sold in CA are exempt from sales tax.

CONNECTICUT

The Cancellation paragraph is amended as follows: You have the right to cancel this warranty at any time for any reason including if the vehicle is returned to the dealer or if it is sold, lost, stolen or destroyed.

Resolution of Disputes: If We are unable to resolve any disputes with You regarding this warranty, 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 extended warranty, the cost of repair of the item, and a copy of the extended warranty Agreement. If the term of Your Agreement is less than one (1) year, and Your vehicle is in for repairs at an approved repair facility and such repairs have been authorized by Us, Your service agreement will be automatically extended for the time it takes to complete the repairs to Your vehicle.

DISTRICT OF COLUMBIA

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first thirty (30) days from the Effective Date, You will be refunded one hundred percent (100%) of the total purchase price. If You cancel within the first thirty (30) days and have not incurred a claim, 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 the date We receive Your written cancellation notification.

If You cancel within thirty-one (31) days to sixty (60) days from the Effective Date, You will be refunded one hundred percent (100%) of the total purchase price less an administrative fee of fifty dollars (\$50) or five percent (5%) of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred percent (100%) of the unearned purchase price, less ten percent (10%) of the refund amount or fifty dollars (\$50), whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

After sixty (60) days, We cannot cancel this agreement except: 1) If there has been a material misrepresentation or fraud at the time of sale of the service agreement; 2) If the agreement holder fails to maintain the motor vehicle as prescribed by the manufacturer; 3) If the odometer has been tampered with or disabled and the agreement holder fails to replace the odometer; or 4) For non-payment of purchase price by the agreement holder, in which case We shall provide the agreement holder notice of cancellation by certified mail.

We shall mail a written notice to You at Your last known address, stating the effective date and reason for cancellation, at least five (5) days prior to the effective date of cancellation. Prior notice is not required if we cancel for non-payment of the purchase price, material misrepresentation by You to Us or a substantial breach of duties by you relating to the Covered Vehicle or its use.

FLORIDA

Rates charged for this vehicle service agreement are not subject to review by the Florida Office of Insurance Regulation.

GEORGIA

The Cancellation paragraph is deleted and replaced with the following: You may cancel this service agreement by surrendering Your copy of the agreement with written notice to the Selling Dealer or directly to Us. If cancelled during the first sixty (60) days, a one hundred (100%) percent refund of the Agreement price will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the used time or mileage less a fee of ten (10%) percent of the unearned pro-rata Agreement charge or Fifty (\$50) Dollars, whichever fee is less. We cannot cancel this Agreement except for material misrepresentation or fraud at the time of sale, or non-payment of Agreement charge, in which case You will be notified by certified mail. If We cancel this Agreement, We will return one hundred (100%) percent of the unearned pro-rata Agreement charge. Refunds shall only be made to lienholders in the event Your Agreement purchase has been financed. In such event, You authorize the lienholder to receive any refund amounts. In the event the issuer of this Agreement is unable to make a refund, You may file a claim directly with the insurer listed in Section 11, page 5, #10. Notice of any cancellation will be in writing and given at least thirty (30) days prior to cancellation. Cancellation will comply with Section 32-24-44 of the Georgia Code.

Exclusion (E) is amended as follows: Any loss caused by negligence, misuse, alterations made by You, rust and/or rust damage, corrosion, electrolysis, lack of proper and necessary amounts of coolant or lubricants or lack of proper maintenance as recommended by the manufacturer.

Exclusion (J) is amended as follows: Any failure caused by contamination, carbonization, oil starvation, battery acid or other maintenance related conditions or the condition of water intrusion commonly known as hydrolock.

Exclusion (K) is amended as follows: The failure of any part affected by alterations made by You and not recommended by the manufacturer. This includes but is not limited to the installation of oversized tires, suspension lift kits, headers or other modifications to enhance performance.

Exclusion (Q) is amended as follows: Any loss which occurs when an odometer is inoperative whether from failure, disconnection or alteration subsequent to purchase of the service agreement; or when an exact determination of lapsed mileage is unavailable.

Exclusion (Y) is amended as follows: For any pre-existing condition known to you or for any breakdown occurring before coverage takes effect or prior to the Agreement purchase date, or if the information provided by you cannot be verified as accurate or is found to be deceptively inaccurate.

HAWAII

The Cancellation paragraph is amended as follows: If You cancel this service agreement during the first sixty (60) days and no claim has been made on this service agreement, a 100% refund of the agreement charge will be made. After sixty (60) days, a pro-rata refund will be made based upon the greater of the time or mileage expired less a Fifty (\$50) Dollar administration fee. A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after return of this service agreement to Us. The right to cancel is not transferable and only applies to the original service agreement holder. If We cancel for any reason other than: 1) nonpayment of agreement Charge; 2) any material misrepresentation made by You or on Your behalf; or 3) any substantial breach of contractual duties by You, We will provide You with written notice of cancellation at least five (5) days prior to the Effective Date of cancellation.

IDAHO

NOTICE TO PURCHASER: Coverage afforded under this service agreement is not guaranteed by the Idaho Insurance Guaranty Association. Obligations of the motor vehicle service Agreement provider under this motor vehicle service Agreement are guaranteed

under a service Agreement liability policy. Should the motor vehicle service Agreement provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the motor vehicle service Agreement holder is entitled to make a claim directly against the insurance company.

ILLINOIS

The obligor is the party responsible for honoring cancellation requests. However, the Selling Dealer can handle a customer's request for cancellation on behalf of the obligor.

INDIANA

Your proof of payment to Us for this service agreement shall be considered proof of payment to Protective Property & Casualty Insurance Company, which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this agreement. THIS SERVICE AGREEMENT IS NOT INSURANCE AND IS NOT SUBJECT TO INDIANA INSURANCE LAW.

IOWA

The following is added to this service agreement: If You have any questions regarding this agreement, You may contact Us by mail or by phone. Refer to the Declarations page for Our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred percent (100%) of the total purchase price. If You cancel within the first twenty (20) days and have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the date We receive Your written cancellation notification.

If You cancel within twenty-one (21) days to sixty (60) days from the Effective Date, You will be refunded one hundred percent (100%) of the total purchase price less an administrative fee of fifty dollars (\$50) or five percent (5%) of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred percent (100%) of the unearned purchase price, less ten percent (10%) of the refund amount or fifty dollars (\$50), whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

After sixty (60) days, We cannot cancel this agreement except: 1) If there has been a material misrepresentation or fraud at the time of sale of the service agreement; 2) If the agreement holder fails to maintain the motor vehicle as prescribed by the manufacturer; 3) If the odometer has been tampered with or disabled and the agreement holder fails to replace the odometer; or 4) For non-payment of purchase price by the agreement holder, in which case We shall provide the agreement holder notice of cancellation by certified mail.

We shall mail a written notice to You at Your last known address, stating the effective date and reason for cancellation, at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for non-payment of the purchase price, material misrepresentation by You to Us or a substantial breach of duties by You relating to the Covered Vehicle or its use.

Item 4 of Section 11 General, is deleted and replaced with the following: We reserve the right to require that a repair facility use a remanufactured or LKQ (Like kind and quality) part when replacing failed Covered Parts. If You prefer to use an alternative part, You will be responsible for the difference in price. The use of used parts will comply with applicable state and federal laws. We shall not require the use of used parts unless We have obtained prior written authorization from You or unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division.

Item 10 of Section 11 General, is deleted and replaced with the following: Our obligations under this Agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this agreement and do not receive a refund from Us or the Selling Dealer within 60 days after You request cancellation, You may

request the refund directly from the insurance company.

The following is added to Section 12, Exclusions - What This Agreement Does Not Cover: this AGREEMENT does not cover any incidental or consequential damages or losses.

KENTUCKY

Wear and tear is not covered. Road Service Allowance is not available to the service agreement holder.

LOUISIANA

The following is added to this service agreement: This agreement is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this agreement may be directed to the attorney general.

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price. If You cancel within the first twenty (20) days and have not incurred a claim, 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 the date We receive Your written cancellation notification.

If You cancel within twenty-one (21) days to sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of fifty (\$50) dollars or five (5%) percent of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or fifty (\$50) dollars, whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

After sixty (60) days, We cannot cancel this agreement except: 1) If there has been a material misrepresentation or fraud at the time of sale of the service agreement; 2) If the agreement holder fails to maintain the motor vehicle as prescribed by the manufacturer; 3) If the odometer has been tampered with or disabled and the agreement holder fails to replace the odometer; or 4) For non-payment of purchase price by the agreement holder, in which case We shall provide the agreement holder notice of cancellation by certified mail.

We shall mail a written notice to You at Your last known address, stating the effective date and reason for cancellation, at least fifteen (15) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment of the purchase price, material misrepresentation by You to Us or a substantial breach of duties by You relating to the Covered Vehicle or its use.

MARYLAND

The following is added to this service agreement: If We fail to perform the services under this service agreement within a reasonable time period, We will automatically extend the service agreement Term for at least the number of days Your Covered Vehicle is in possession of the Selling Dealer or licensed repair facility for a Covered Repair during the service agreement Term. This service agreement will not terminate until the services are provided in accordance with the terms of this service agreement.

Item 7 "Mechanical Breakdown" or "Failure" in the section entitled Definitions is deleted and replaced with the following: "Mechanical Breakdown" or "Failure" is an event which results in the inability of a Covered Part to perform the function(s) for which it was designed due to a defect in materials, workmanship, or normal wear and tear. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts.

The third paragraph in Section 9 Cancellation Procedures, is deleted and replaced with the following: If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price. If You cancel within the first twenty (20) days and have not incurred a claim, 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 the date We receive Your written cancellation notification.

If You cancel within twenty-one (21) days to sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of Fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or Fifty (\$50) Dollars, whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

Item 10 of Section 11 General, is deleted and replaced with the following: **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after You have fulfilled the requirements for reporting a claim, You may file a claim directly with the insurance company at: Contract holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If You cancel this Agreement and do not receive a refund from Us or the Selling Dealer within 60 days after You request cancellation, You may request the refund directly from the insurance company.**

MASSACHUSETTS

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used Vehicles with less than 40,000 miles at the time of sale Provides Coverage for ninety (90) days or 3,750 miles, whichever occurs first. Used Vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale Provides Coverage for sixty (60) days or 2,500 miles, whichever occurs first. Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale Provides Coverage for thirty (30) days or 1,250 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this Contract apply only to this Contract and are not terms of the required dealer warranty.

MINNESOTA

THIS AGREEMENT IS NOT AN INSURANCE CONTRACT.

Right of Return: During the first twenty (20) days from the Effective Date, if no claims have been made under this service Agreement, You may return this service Agreement to the provider and will be refunded 100% of the total purchase price paid. A ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service Agreement to the provider.

Claims Procedure is amended as follows: Claims for reimbursement must be submitted within sixty (60) days of authorization or repair.

Used Vehicles Only: Minnesota Statute 325F.662 requires that every used motor vehicle sold by a dealer be covered by an express warranty that the dealer shall provide to the consumer. At a minimum, the express warranty applies for the following terms: (1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first. Covered parts listed under the component coverage section in bold print may be covered by the required express warranty and are covered by this service Agreement after expiration of the express warranty.

MISSISSIPPI

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price. If you have not incurred a claim, 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 the date We receive Your written cancellation notification. If You cancel within twenty-one (21) days to sixty (60)

days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of Fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or Fifty (\$50) Dollars, whichever fee is less. The unearned purchase price will be pro-rated based on the lesser of months or mileage remaining, relative to the original agreement.

After sixty (60) days, We cannot cancel this agreement except for: 1) A material misrepresentation by the You to Us; 2) A substantial breach of duties by You relating to the Covered Vehicle or its use; or 3) Non-payment of purchase price, in which case We shall provide You notice of cancellation by certified mail.

MISSOURI

THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. The "free look period" commences on the mailing date or delivery of a fully executed copy of the Agreement, whichever is earlier, and extends this period to forty-five (45) days from the date the initial payment is processed. If You cancel within the "free look period", We will refund 100% of the fee, less any claims paid.

We cannot cancel this service agreement except for fraud, material misrepresentation or failure to pay for this agreement on Your part. If We cancel, We will provide written notice to You within forty-five (45) days of termination. You may return the Agreement within at least twenty (20) business days of the date of mailing of the Agreement or delivery if at the time of purchase. If no claim has been made under the Agreement, the Agreement is void and We shall refund to You the full purchase price of the Agreement. A ten (10%) percent penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Agreement to Us. The "free look time period" shall only apply to the original service Agreement purchaser.

NEBRASKA

The Cancellation paragraph is amended as follows: Insurer can cancel by giving ten (10) days written notice for non-payment of purchase price. Otherwise, sixty (60) days written notice will be given. If Agreement is in effect for more than sixty (60) days, the insurer may cancel for non-payment of purchase price, misrepresentation, fraud, violation of Agreement, loss of contractual liability insurer.

NEVADA

Free Look Provision: You may return this service Agreement within ten (10) days from delivery at the time of sale (or twenty (20) days after the receipt of the Agreement if service Agreement is mailed) for a full refund of the purchase price of the Agreement only if no claim has been made prior to its return to the Selling Dealer.

Grounds for cancellation; date cancellation effective.

- 1) No service Agreement that has been in effect for at least seventy (70) days may be cancelled by the provider before the expiration of the agreed term or one (1) year after the Effective Date of the service Agreement, whichever occurs first, except on any of the following grounds: a) Failure by the holder to pay an amount when due; b) Conviction of the holder of a crime which results in an increase in the service required under the service Agreement; c) Discovery of fraud or material misrepresentation by the holder in obtaining the service Agreement, or in presenting a claim for service thereunder; d) Discovery of 1) An act or omission by the holder; or 2) A violation by the holder of any condition of the service Agreement, which occurred after the Effective Date of the service Agreement and which substantially and materially increases the service required under the service Agreement; or e) A material change in the nature or extent of the required service or repair which occurs after the Effective Date of the service Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service Agreement was issued or sold.
- 2) No cancellation of a service Agreement may become effective until at least fifteen (15) days after the notice of cancellation is mailed to the holder. From twenty-one (21) to sixty (60) days, You will be refunded one hundred (100%) percent of the total purchase price paid, less a fee of Fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less. This provision is not transferable and shall apply only to the original service Agreement purchaser. We shall refund You the purchase price of

the service Agreement within forty-five (45) days of the return of Your Agreement. If We fail to refund You within that time, We shall pay You a penalty of ten (10%) percent of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If We cancel this service agreement for any reason, We will give You at least fifteen (15) days notice. This service agreement is non-renewable by the service agreement holder. This service agreement does not cover consequential damage, which is damage caused to non-covered part, due to the failure of a covered part. Any defect covered by the service Agreement existing on the date the Agreement is purchased is not covered under this agreement.

Exclusion (K) is amended as follows: The failure of any part affected by alterations made by You and not recommended by the manufacturer. This includes but is not limited to the installation of oversized tires, suspension lift kits, headers or other modifications to enhance performance.

Exclusion (N) is removed and replaced with "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."

Exclusion (V) is removed and replaced with "This service Agreement provides coverage that is in excess over any other applicable coverage."

NEW HAMPSHIRE

In the event you do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or call (800-852-3416).

NEW MEXICO

The following is added to this service agreement: THIS CONTRACT IS A MOTOR VEHICLE SERVICE AGREEMENT AND NOT A CONTRACT OF INSURANCE.

The third and fourth paragraphs in Section 9 Cancellation Procedures, are deleted and replaced with the following: If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price. If You cancel within the first twenty (20) days and have not incurred a claim, a ten percent (10%) penalty per month or portion thereof shall be added to a refund that is not paid or credited within sixty (60) days after the date We receive Your written cancellation notification.

If You cancel within twenty-one (21) days to sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of Fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or Fifty (\$50) Dollars, whichever fee is less. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

After seventy (70) calendar days from the Effective Date, We may not cancel this service agreement before the agreement expires or before one (1) year after the Effective Date, whichever occurs first, except for any of the following reasons: a.) Your conviction of a crime that results in an increase in the service required under this service agreement; b.) Discovery of fraud or material misrepresentation by You in obtaining this service agreement or in presenting a claim for service hereunder; c.) Discovery of an act or omission by You, or a violation by You of any condition of this service agreement, which occurred after the Effective Date and which substantially and materially increases the service required under this service agreement; or d.) Non-payment of the purchase price, in which case We shall provide You notice of cancellation by certified mail.

We shall mail a written notice of cancellation to You at Your last known address at least fifteen (15) days prior to the effective date of cancellation.

Item 10, under Section 11 General, is deleted and replaced with the following: This Agreement is insured by Protective Property & Casualty Insurance Company. If We fail to pay You or otherwise

provide You with the covered service within 60 days of Your submission of a valid claim, You may submit Your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, email PolicyServices@protective.com or by calling 1-800-950-6060. If You cancel this Agreement and do not receive a refund from Us or the Selling Dealer, please contact the insurance company. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

NORTH CAROLINA

We may only cancel this service agreement for nonpayment of purchase price or for a direct violation of the service agreement by You stated herein.

OHIO

The following is added to this service agreement: This contract is not insurance and is not subject to the insurance laws of this state.

Item 10, of Section 11, General, is deleted and replaced with the following: **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after You have fulfilled the requirements for reporting a claim, You may file a claim directly with the insurance company at: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If You cancel this agreement and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.**

OKLAHOMA

THIS IS NOT AN INSURANCE CONTRACT. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association.

The Cancellation Section is amended as follows: In the event the Agreement is canceled by the warranty holder, return of purchase price shall be based upon ninety (90%) percent of the unearned pro rata purchase price. In the event the Agreement is canceled by the association, return of purchase price shall be based upon one hundred (100%) percent of unearned pro rata purchase price. The cancellation administration fee is Fifty (\$50) Dollars or ten (10%) percent of the purchase price, whichever is less and will be applied only if this Service Agreement is cancelled by You.

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

United States Warranty Corp. of Florida is the obligor for this service warranty. Oklahoma service warranty statutes do not apply to commercial use references in service warranty Agreements. Service Warranty Association # 44198038.

OREGON

Upon failure of the obligor to perform under the contract, Protective Property & Casualty Insurance Company shall pay on behalf of the obligor any sums the obligor is legally obligated to pay or shall provide the service that the obligor is legally obligated to perform according to the obligor's contractual obligation under the service contracts issued by the obligor, Protective Property & Casualty Insurance Company will pay claims against the obligor for return of the unearned purchase price of the service contract.

If We have the vehicle towed to a repair facility of Our choice for a second opinion, the towing cost will be borne by Us.

RHODE ISLAND

In the event of a disputed claim, You may contact Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 1-800-950-6060.

SOUTH CAROLINA

If You cancel this agreement within the first sixty (60) days, one hundred (100%) percent of the service agreement purchase price paid will be refunded. A ten (10%) percent penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of the service agreement to Us. If We cancel, We will provide written notice at least fifteen (15) days prior to cancellation. For any disputed claims, You may contact the South Carolina Department of Insurance,

1201 Main Street, Ste. 1000, Columbia, SC 29201 or call (803) 737-6180.

TEXAS

The following is added to this service agreement: Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first thirty (30) days from the Effective Date, you will be refunded one hundred percent (100%) of the Purchase Price.

If you cancel within thirty-one (31) days to sixty (60) days from the Effective Date, You will be refunded one hundred percent (100%) of the Purchase Price less an administrative fee of fifty dollars (\$50) or five percent (5%) of the Purchase Price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred percent (100%) of the unearned Purchase Price, less an administrative fee of ten percent (10%) of the refund amount or fifty dollars (\$50), whichever fee is less. The unearned Purchase Price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

If you cancel this Agreement, a ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within forty-five (45) days after the date We receive Your written cancellation notification.

After sixty (60) days, We cannot cancel this agreement except:

- 1) If there has been a material misrepresentation or fraud at the time of sale of the service agreement;
- 2) If the agreement holder fails to maintain the motor vehicle as prescribed by the manufacturer;
- 3) If the odometer has been tampered with or disabled and the agreement holder fails to replace the odometer; or
- 4) For non-payment of Purchase Price by You, in which case We shall provide You notice of cancellation by certified mail. We shall mail a written notice to You at Your last known address, stating the effective date and reason for cancellation, at least five (5) days prior to the effective date of cancellation. Prior notice is not required if We cancel for nonpayment of the Purchase Price, fraud or a material misrepresentation by You to Us, or a substantial breach of a duty by You relating to the vehicle or its use.

Item 10 of Section 11, General, is deleted and replaced with the following:

10. Our obligations under this Agreement are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Agreement and do not receive a refund from us or the Selling Dealer within 45 days after you request cancellation, you may request the refund directly from the insurance company.

UTAH

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

The cancellation section 9 paragraph 3 is being replaced with the following: We may cancel this service agreement for any reason within the first sixty (60) days, or at anytime thereafter, for nonpayment of purchase price; for material misrepresentation; for substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or for substantial breaches in contractual duties, conditions or warranties. If We cancel this service agreement We will send You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address. If We cancel this service agreement for non-payment of purchase price, We will mail You notice of cancellation at least ten (10) days before the cancellation date. If the service agreement is cancelled for any other reason We will send You

notice of cancellation at least thirty (30) days before the cancellation date.

General #7 is replaced with: "Our obligations under this agreement are backed by Protective Property & Casualty insurance Company. If the provider fails to pay or provide service on any claim within sixty (60) days You may file a claim directly with the insurance company at: Protective Property & Casualty Insurance Company, Agreement Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017, or by calling 1-800-950-6060. If You cancel this agreement and do not receive a refund from Us or the Selling Dealer, please contact the insurance company."

The Claims Procedures section is amended to include: Failure to give notice or to file a claim within the time specified does not invalidate the claim, if the service Agreement holder shows that it was not reasonably possible to do so, and a claim is filed once it was reasonably possible. The amount paid for this service agreement is indicated in purchase price box of the Declarations. The purchaser either pays for this service agreement prior to receiving it or it is financed with their car loan.

Exclusion (O) is replaced with: "REPAIR OR REPLACEMENT OF PARTS NOT AUTHORIZED BY US WITH THE EXCEPTION OF EMERGENCY REPAIRS."

VERMONT

You may return this service agreement within twenty (20) days from delivery at the time of sale for a full refund of the purchase price of the agreement. This provision is not transferable and shall apply only to the original service agreement holder, and only if no claim has been made prior to its return to the Selling Dealer.

VIRGINIA

If any promise made in this service agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WISCONSIN

The following is added to the service agreement: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

The third and fourth paragraphs in Section 9, Cancellation Procedures, are deleted and replaced with the following:

If You cancel during the first twenty (20) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price. If You cancel within the first twenty (20) days and have not incurred a claim, 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 the date We receive Your written cancellation notification.

If You cancel within twenty-one (21) days to sixty (60) days from the Effective Date, You will be refunded one hundred (100%) percent of the total purchase price less an administrative fee of fifty (\$50) Dollars or five (5%) percent of the total purchase price, whichever fee is less.

After the first sixty (60) days, You will be refunded one hundred (100%) percent of the unearned purchase price, less ten (10%) percent of the refund amount or fifty (\$50) Dollars, whichever fee is less. The unearned purchase price will be pro-rated based on the lesser of months or mileage remaining, relative to the original agreement.

In the event of a total loss of the Covered Vehicle, You may cancel this Agreement and You will be refunded one hundred (100%) percent of the unearned purchase price. The unearned purchase price will be prorated based on the lesser of months or mileage remaining, relative to the original agreement.

We may only cancel this Agreement for one or more of the following reasons: 1) A material misrepresentation by You to Us; 2) A substantial breach of duties by You relating to the Covered Vehicle or its use; or 3) Non-payment of the purchase price by You, in which case We shall provide You notice of cancellation by certified mail.

We shall mail a written notice to You at Your last known address, stating the effective date and reason for cancellation, at least five (5) days prior to the effective date of cancellation. Unless cancellation is for non-payment of the purchase price, We shall provide a refund.

Item 9 of Section 11 General, is amended by adding the following: We shall not be entitled to any subrogation proceeds unless and until You

have been fully reimbursed for Your loss.

Item 10 of Section 11 General, is deleted and replaced with the following: **Our obligations under this Agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after You have fulfilled the requirements for reporting a claim or if We become insolvent or otherwise financial impaired, You may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If You cancel this Agreement and do not receive a refund from Us or the Selling Dealer, please contact the insurance company.**

WYOMING

Free Look Provision - You may return this service agreement within ten (10) days from delivery at the time of sale (or twenty (20) days after the receipt of the contract if service agreement is mailed) for a full refund of the purchase price of the agreement. This provision is not transferable and shall apply only to the original service agreement holder, and only if no claim has been made prior to its return to the Selling Dealer. A ten (10%) percent penalty per month will be applied to any refund that is not paid within forty-five (45) days of the return of this service agreement to Us. Obligations under this Agreement are backed by Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017.

The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

High mileage vehicles

Coverage:

Basic, Value or Ultimate- Each coverage has limited stated components

Eligibility:

Current plus 15 previous model years

Vehicles with 80,001-140,000 miles

Terms:

Range from 12 months/12,000 miles to 36 months/36,000 miles

Deductibles:

Basic- \$100

Value- \$100

Ultimate- \$0

Benefits:

Rental car allowance (Value & Ultimate coverage)

The customer will be reimbursed up to \$35 per day for a maximum of 3 days for same day rental (when the vehicle is inoperative and must remain overnight for a covered repair).

24-hour roadside assistance

Towing, Battery Service, Jump Start, Lockouts, Flat Tire, Fluid Delivery, up to \$50 per occurrence

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale
- Receipts evidencing completion of manufacturer's prescribed maintenance
- Proof, if necessary, that any remaining manufacturer's warranty has been transferred

UNITED STATES WARRANTY CORP.

Vehicle Service Contract

REGISTRATION PAGE

Contract Number: **EDG**

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Contract Holder(s) Name	Vehicle Purchase Price/Lease Price	\$		
Contract Holder(s) Address				
Contract Holder(s) Telephone	Contract Holder(s) Email (Optional)			
Seller Name			Seller Telephone	
Seller Address			Seller Number	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Vehicle Plan	<input checked="" type="checkbox"/> Pre-Owned			
Coverage (Check one box only)	<input type="checkbox"/> Basic <input type="checkbox"/> Value <input type="checkbox"/> Ultimate			
Deductible	Basic - \$100 Value - \$100 Ultimate - \$0			
Contract Purchase Date	Odometer Reading At Contract Purchase Date	Manufacturer's Warranty Start Date		
Term Months	Term Miles			

Optional Surcharged Coverage	<input type="checkbox"/> Lift Kit / Tire Modifications <input type="checkbox"/> Snow Plow <input type="checkbox"/> Business Use <i>(Either Snow Plow or Business Use may be selected. You may not select both.)</i>			
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Contract Price \$		Contract Expiration	Date (whichever occurs first)	Mileage
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If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, NOR THE TERMS OF THE CREDIT, NOR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS CONTRACT. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE AND DOES NOT GUARANTEE THE UTILITY OR PERFORMANCE OF THE VEHICLE. Some of the benefits provided under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle. We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002, CA VSCP License No. 0D12145), P.O. Box 830637, Birmingham, AL 35283-0637. For Claims and Customer Service, call 1-800-432-4566, fax 1-954-784-7009, or email USW.Claims@Protective.com.

Certification: I acknowledge that (1) I have selected and understand the Coverage indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes).

 Contract Holder's Signature _____
 Date

Top White-Administrator • Canary-Lienholder • Pink-Dealer • Green-Contract Holder • Bottom White Page(s)-Contract Holder

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the Coverage selected. You may contact us by mail at P. O. Box 830637, Birmingham, AL 35283-0637 or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

A. Definitions

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the first page of this Contract containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and your refer to the Contract Holder(s) named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and our refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. USWC does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

B. Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

C. When Coverage Begins and Ends

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section L (Cancellation Procedures). Contract expiration varies by Vehicle Plan and is determined by adding Term Months indicated on the Registration Page to the appropriate measurement date and Term Miles indicated on the Registration Page to the appropriate measurement mileage for your Vehicle Plan, as described below.

Basic, Value and Ultimate Coverage: The measurement date is the Contract Purchase Date, and the measurement mileage is the Odometer Reading At Contract Purchase Date. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase 12-month/12,000-mile Basic Coverage and the Odometer Reading At Contract Purchase Date is 50,000 miles, this Contract will expire 12 months after the Contract Purchase Date or when the Vehicle's odometer indicates 62,000 miles, whichever occurs first.

D. Deductible

Each time there is a Covered Repair, you must pay the amount

of the Deductible. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits). The Deductible for each Coverage is as follows: Basic Coverage \$100, Value Coverage \$100, or Ultimate Coverage \$0.

E. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

- The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
- We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally recognized labor time guide.**
- We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation.**

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Basic Coverage

Gasoline/Diesel Engine: all internal lubricated parts ♦ engine block (ONLY if damaged by the failure of an internal lubricated Covered Part) ♦ cylinder heads ♦ manifold(s) exhaust/intake (excluding catalytic converters) ♦ oil pan (excluding drain plug related failures) ♦ oil pump ♦ electric oil pump ♦ timing belt/chain, gear, cover and tensioner ♦ valve covers.

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): all internal lubricated parts ♦ transmission and transfer case housing (ONLY if damaged by the failure of an internal lubricated Covered Part) ♦ torque converter ♦ electric oil pump.

Drive Axle (Front/Rear/AWD/4-Wheel Drive): all internal lubricated parts within the drive/transaxle assembly and housing (ONLY if damaged by the failure of an internal lubricated Covered Part), including axles and axle bearings ♦ hubs, bearings and front hub locking assemblies ♦ constant velocity joints ♦ universal joints ♦ drive shaft ♦ wheel bearings.

Hybrid Vehicle: hybrid vehicle electric motor assembly ♦ electronic transmission/transaxle assembly ♦ electric traction-drive motor assembly.

Filters, Fluids, Lubricants and Taxes: filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above when subject to a Covered Repair.

Gaskets: Coolant leaks on cylinder heads and intake manifold gaskets.

Value Coverage (All Covered Parts listed under Basic Coverage above plus the following)

Gasoline/Diesel Engine: EGR valve ♦ oxygen sensor ♦ cam sensor ♦ crank sensor ♦ manufacturer-installed turbocharger(s) ♦ manufacturer-installed supercharger.

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): flywheel ♦ transmission cooler.

Fuel: fuel pump ♦ lift pump ♦ transfer pump.

Cooling and Heating: electric cooling fan motor and fan assembly ♦ blade assembly and fan clutch ♦ radiator ♦ belt tensioner ♦ heater core ♦ thermostat ♦ recovery tank ♦ water pump.

Suspension: ball joints ♦ spindle/spindle support ♦ coil and leaf springs ♦ electronic level control system.

Steering: all internal lubricated parts within the steering gear and power steering pump ♦ power steering lines ♦ rack-and-pinion gear and housing ♦ electric power steering system.

Brakes: master cylinder ♦ wheel cylinders ♦ calipers ♦ the following ABS parts: hydraulic pump/motor assembly ♦ speed sensors and control module.

Electrical: starter motor, solenoid and starter drive ♦ alternator ♦ alternator voltage regulator ♦ ignition coils ♦ motors: seat track, window and wiper ♦ power door lock actuators/solenoids.

Air Conditioning: condenser ♦ compressor ♦ compressor clutch ♦ accumulator ♦ evaporator ♦ dye, flushing liquids or refrigerant(s) if needed in conjunction with a Covered Repair.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above when subject to a Covered Repair.

Ultimate Coverage (All Covered Parts listed under Basic Coverage and Value Coverage above plus the following)

Fuel: fuel injectors.

Electrical: horn and relay ♦ sliding door actuator ♦ lift gate actuator ♦ trunk actuator ♦ motors: power antenna, convertible top and sunroof.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above when subject to a Covered Repair.

Optional Surcharged Coverage

Any one or more of the following if selected and paid for on the Contract Purchase Date and indicated on the Registration Page.

Lift Kit/Tire Modifications: Covers eligible vehicles with an aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits with no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires that do not exceed the OEM specifications by more than 4" in diameter. **The lift kit itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed lift kit accessories and/or equipment is not covered. Tires, wheels and rims are not covered.**

Snow Plow: Covers eligible vehicles with less than a three quarter ton rating that are equipped with a manufacturer snow plow package, including a snow plow prep package. **The snow plow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and/or equipment is not covered.** The Vehicle must be used for personal use only. This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Business Use Coverage.

Business Use: Covers eligible vehicles with less than a one ton rating, used solely or partially in pursuit of a business or for the generation of income, regardless of whether the Vehicle is registered to an individual or business. This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Snow Plow Coverage.

F. Reporting a Mechanical Breakdown Claim

To obtain service during normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.
3. You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.
4. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.
5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.

6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

To obtain service after normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Obtain a written repair estimate from the Repair Facility
3. You may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.
4. Follow steps 4-6 listed above for obtaining service during normal business hours.

G. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. **Emergency Roadside Assistance: (call 1-888-491-0334 to request assistance)**

Emergency roadside assistance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable as a result of a Mechanical Breakdown (regardless of whether it results in a Covered Repair) or any other condition not specifically excluded below or in Section H. (Exclusions and Other Coverage Limitations). This assistance is comprised of towing, flat tire replacement using the Vehicle's inflated spare, delivery of fuel, water and other fluids necessary to operate the Vehicle (excluding the cost of fluids), lock-out assistance for Vehicle keys locked inside your Vehicle and battery assistance (jump start) excluding hybrid vehicle main power cell batteries. This benefit is up to \$50 per incident for all services. **You should remain with your Vehicle until Emergency Roadside Assistance arrives unless it is unsafe to remain with your Vehicle. An unattended Vehicle can't receive Emergency Roadside Assistance. (EMERGENCY ROADSIDE ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN OUR DISPATCHER IS NOT COVERED AND IS NOT REIMBURSABLE).**

Emergency Roadside Assistance Exclusions and Limitations

Emergency Roadside Assistance will not be provided for and does not include any of the following:

Vehicle emergencies resulting from your use of intoxicants or narcotics ♦ utilizing your Vehicle for unlawful purposes ♦ replacement of any parts, keys, fluids, lubricants or fuel ♦ costs to install product or materials ♦ non-emergency towing or other non-emergency service ♦ reimbursements also covered by a third party's warranty, insurance policy or service contract ♦ mounting or dismounting tires ♦ tire repair ♦ trucks over a one ton rating ♦ vehicles over 20 years of age or out of manufacturer production for 10 years or more ♦ taxicabs, limousines, commercial vehicles, recreational vehicles including travel trailers and motor homes ♦ vehicles in tow ♦ taxes or fines ♦ towing from or repair work at a service station, garage or repair facility ♦ towing by other than a licensed service station or garage ♦ vehicle storage charges ♦ secondary tow for the same disablement (only one tow per incident) ♦ if your Vehicle is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced ♦ towing or service on roads not regularly maintained including sand beaches, open fields, forests and areas designated as not passable due to construction etc. ♦ towing at the direction of law enforcement officers relating to traffic obstructions, impoundment, abandonment, illegal parking or other violations of law ♦ repeated service calls for a Vehicle in need of routine maintenance or repair ♦ a recurring disablement (only 1 disablement for the same cause during any consecutive 7

day period will be accepted) ♦ reimbursement for services received independently from us. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT PROGRAM.**

2. Substitute Transportation (Value and Ultimate Coverage Only):

We will reimburse you up to \$35 per day, for a maximum of 3 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the Vehicle is undergoing a Covered Repair. We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source. This additional benefit also applies while the Vehicle is under the manufacturer's warranty. **You must make your own arrangements for substitute transportation.**

H. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

1. **Repairs or replacements falling within any of the following descriptions:** not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, burnt valves or engine detonation failure.
2. **Damages and costs falling within any of the following descriptions:** arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Contract ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ Consequential

Damages - failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.

5. **A part falling within any of the following descriptions:** key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment.
6. **Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items:** belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ valve grinding ♦ hoses (except air conditioning and power steering hoses) ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels/rims ♦ wheel balancing ♦ wiper arms and blades ♦ adjustments and alignments ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

I. Claim Appeal Process

You may appeal a claim denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal request. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USW.claimsappeal@Protective.com

Mailing Address

Protective

P.O. Box 830637 Birmingham, AL 35283-0637

Attn: VSC Claim Review

J. Limits of Liability

Our liability under this Contract shall never exceed either of the following:

Over the Life of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date as determined using leading industry used car value guides such as the National Automobile Dealers Association (NADA) Official Used Car Guide or Kelley Blue Book.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.

Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

K. Contract Transfer

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify us.

L. Cancellation Procedures

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request.

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, the refund will be paid directly to the lienholder.
5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

M. Arbitration and Other Matters Concerning Disputes

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that

this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

N. General Terms

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

O. State Amendment Requirements/Disclosures

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Alaska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

- 2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
 - c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - d. Physical changes are made to the Vehicle that results in the Vehicle becoming ineligible for Coverage under this Contract;
 - e. You commit a substantial breach of duties related to the Vehicle; or
 - f. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract, or in pursuing a claim under this Contract.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 7.5% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
- d. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty per month, based on the Amount Paid, shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty per month, based on the unearned Amount Paid, shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

- 4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

The following is added to the Contract:

Section 44-1267 of the Arizona Revised Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of 10,000 pounds or less which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been

charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

Subsections 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels while the Vehicle is owned by you ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ your improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer while the Vehicle is owned by you ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition unless such condition was known or should reasonably have been known by us or the Seller.**
5. **A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment installed by you or with your knowledge ♦ mobility or conversion equipment.**

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 10% of whatever portion of the Contract Price was paid by you, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

Punitive damages means those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary damages means those awarded in addition to actual damages.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

Sales tax is prohibited in California.

This Contract does not cover pre-existing conditions.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information within the first 60 days of the Contract Purchase Date, we will void the Contract and return the Contract Price to you or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty

Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The second paragraph in Section E (Coverage) is deleted and replaced with the following:

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. If you are unable to provide maintenance records, we may not refuse or deny a claim based solely on your inability to provide the records. If we require an inspection, the inspection will be performed within 3 business days. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Section J (Limits of Liability) is deleted and replaced with the following:

J. Limits of Liability

Our liability under this Contract shall never exceed either of the following:

Over the Life of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date as determined using leading industry used car value guides such as the National Automobile Dealers Association (NADA) Official Used Car Guide or Kelley Blue Book.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.

Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
 - b. The refund is paid within 30 days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
- If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the full amount of the Contract Price paid by you.
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, a refund will be made by us, minus a processing fee of \$25 or 10% of the Contract Price, whichever is less. The refund will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the full amount of the Contract Price paid by you. If a claim has been incurred, a refund will be made by us calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Subsection 4 of Section N (General Terms) is deleted and replaced with the following:

4. **If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.**

Colorado

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Connecticut

The following is added to the Contract:

Section 42-221 of the Connecticut General Statutes require a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 30 days or 1,500 miles, whichever occurs first, for vehicles with a sale price of \$3,000 but less than \$5,000 and coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with a sale price of \$5,000 or more. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

If the Contract Term Months is less than 12 months, we will automatically extend the Term Months for at least the number of days your Vehicle is in the possession of a Repair Facility for Covered Repairs during the term of the Contract.

Subsection 1 of Section L (Cancellation Procedures) is amended by adding the following:

You may cancel this Contract if you return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

In the event that you and we cannot resolve a dispute over

the terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Vehicle and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

District of Columbia

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002), P.O. Box 830637, Birmingham, AL 35283-0637.

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

The following language in the third paragraph on the Registration Page (page 1) is not applicable in Florida and is deleted in its entirety:

We do not issue guaranteed price refunds and are not obligated

under any guaranteed price refund you obtain from the Seller or any other party.

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. If you did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void Coverage under the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is

not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1, 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

1. **Repairs or replacements falling within any of the following descriptions: not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address burnt valves or engine detonation failure.**
3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels by you or with your knowledge ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition known to you.**
5. **A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof**

assembly, convertible top and removable hardtop) ♦ aftermarket (non-manufacturer) equipment installed by you or with your knowledge ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer installed by you or with your knowledge ♦ mobility or conversion equipment.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:
 - a. The written notice must state the effective date of cancellation;
 - b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
 - c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
 - d. If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

The following is added to the Contract:

Hawaii Revised Statutes requires a dealer to provide the following warranty on certain pre-owned motor vehicles with a weight of 10,000 pounds or less: coverage for 90 days or 5,000 miles, whichever occurs first, for vehicles with less than 25,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale. If your Vehicle is covered by this law, this

Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Illinois

The following is added to the Contract:

Pursuant to 815 Illinois Stat. 505/2L, a dealer is required,

under certain circumstances, to provide a warranty covering certain pre-owned motor vehicles that do not have a title branded "rebuilt" or "flood" and have 150,000 miles or less at the time of sale. The warranty provides power train component coverage for 15 days or 500 miles after delivery of a vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Indiana

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact us by mail or by phone. Refer to the Registration Page for our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective

Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws. We shall not require the use of used parts unless we have obtained prior written authorization from you or unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Louisiana

The following is added to the Contract:

This Contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the attorney general. Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you

failed to repair or replace the odometer; or

d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Maine

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid") including any applicable sales tax. If you cancel this Contract and have not incurred a claim, a 10% penalty of the Contract Price outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after

the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

If we fail to perform the services under this Contract within a reasonable time period, we will automatically extend the Contract Term Months for at least the number of days your Vehicle is in possession of the Repair Facility for a Covered Repair during the term of the Contract. This Contract will not terminate until the services are provided in accordance with the terms of this Contract.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Massachusetts

The following is added to the Contract:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,750 miles, whichever occurs first, for vehicles less than 40,000 miles at the time of sale; coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale; and coverage for 30 days or 1,250 miles, whichever occurs first, for vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale. If

your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Minnesota

The following is added to the Contract:

Section 325F.662 Subd.2 of the Minnesota Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with less than 36,000 miles at the time of sale and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Mississippi

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A material misrepresentation by you to us;
 - b. A substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf

(the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

1. IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.
2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND

US, OUR AGENT AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.

3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.
4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS AFTER YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.
5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are

bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Montana

Subsection 2 of Section L (Cancellation Procedures) is deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or substantial breach of duties by you relating to the Vehicle or its use.

Nebraska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If you are not satisfied with the manner in which we are handling a claim on this Contract, you may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Pursuant to Nevada Revised Statutes 482.36662, if your Vehicle had 75,000 miles or more on the date of sale and has a weight of 14,000 pounds or less, under certain circumstances, the

dealer may be required to provide a warranty which may provide coverage for up to 30 days or 1,000 miles after the date of sale, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsection 3 of Section E (Coverage) is deleted and replaced with the following:

3. **We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, until the limits of such third party coverage are reached, regardless of whether the third party honors its coverage obligation. We will, however, pay for repairs to any Covered Parts that are not covered by such third party coverage.**

Subsections 3 and 4 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**

4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: the Vehicle being retrofitting with aftermarket equipment to use alternative fuels ♦ your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.**

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a

change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:

- a. Your conviction of a crime which results in an increase in the service required under this Contract;
- b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
- c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
- d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
- e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by the following:

The arbitration provision is subject to RSA 542.

The state of New Hampshire is the jurisdiction of any civil action or arbitration proceeding in connection with this Contract.

New Jersey

The following is added to the Contract:

Section 56:8-69 of the New Jersey Revised Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,000 miles, whichever occurs first, for vehicles with 24,000 miles or less at the time of sale; coverage for 60 days or 2,000 miles, whichever occurs first, for vehicles with more than 24,000 miles but less than 60,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 60,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual duties with regard to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New Mexico

The following is added to the Contract:

Section 57-16A-3.1 of the New Mexico Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of less than 10,000 pounds which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The fourth paragraph on the Registration Page (page 1) is deleted and

replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
 - a. Your conviction of a crime that results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract; or
 - d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New York

The following is added to the Contract:

Section 198-b of the New York General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 4,000 miles, whichever occurs first, for vehicles with 18,001 to 36,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 36,001 to 79,999 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 80,000 to 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also,

in accordance with Section 198-b of the New York General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the Contract term.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations are insured (guaranteed) under the contractual liability insurance policy (reimbursement insurance policy) issued by First Colonial Insurance Company, located at 1776 American Heritage Life Drive, Jacksonville, Florida 32224. You may file a claim with the insurance company directly if we fail to pay any claim or to make a refund within sixty (60) days after proof of loss has been filed with us. To do so, please call (800) 621-4871 for instructions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

- 2. We may cancel this Contract at any time before it expires for any of the following reasons:**
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation, or a substantial breach of duties by you relating to the Vehicle or its use.

- 3. a.** If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
 - b.** If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c.** If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

North Carolina

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

- 2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:**
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.
- 3. a.** If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the

"Amount Paid").

- b.** If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c.** If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to business/commercial use references in service warranty contracts.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

- 3. a.** If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b.** If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c.** If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. However, the obligor, United States Warranty Corp. d/b/a United States Warranty Corp. of Florida (USWC) is ultimately responsible for providing those benefits or services. Any failure by Brickell Financial Services-Motor Club, Inc., or USWC to provide such benefits or services, as specified in this Contract, will be covered by USWC's reimbursement insurance policy.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

Rhode Island

The following is added to the Contract:

Section 31-5.4 of the Rhode Island General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 3,000 miles, whichever occurs, for vehicles with 36,000 miles or less at the time of sale, and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 31-5.4 of the Rhode Island General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the term of the Contract.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. This Contract is not insurance.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with**

the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of contract service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5

days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or material misrepresentation by you to us, or a substantial breach of duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
- d. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page (page 1) is not applicable in Utah and is deleted in its entirety.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Section F (Reporting a Mechanical Breakdown Claim) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsection 2 Section L (Cancellation Procedures) is deleted and

replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation;
 - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract ;
 - c. Substantial breach of contractual duties, conditions or warranties; or
 - d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Vermont

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration is binding upon the parties only if both parties agree to the arbitration process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not

been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:

- a. Material misrepresentation by you to us;
- b. Substantial breach of duties by you relating to the Vehicle or its use; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles. If cancellation is due to a total loss of the Vehicle, a processing fee will not be deducted from the refund.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Wyoming

Subsections 2, 3 and 4 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed or in the event of a charge-off, the lienholder/lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder/lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder/lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

Lifetime powertrain

Eligibility:

New and used vehicles

Deductible:

\$100

Terms:

Life of vehicle

Coverage:

Replacements or repairs to the covered vehicle are at no cost for parts and labor due to a mechanical breakdown

Benefits:

Non-cancelable

Non-transferable

Non-renewable

UNITED STATES WARRANTY CORP.

Vehicle Service Contract

REGISTRATION PAGE

Contract Number: PWP

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Contract Holder(s) Name	Vehicle Purchase Price/Lease Price		\$	
Contract Holder(s) Address				
Contract Holder(s) Telephone	Contract Holder(s) Email (Optional)			
Seller Name	Seller Telephone			
Seller Address	Seller Number			

Coverage	<input checked="" type="checkbox"/> Powertrain		
Deductible	\$ _____ The Contract Holder agrees to pay the above Deductible each time there is a Covered Repair. If no Deductible is stated above, the Deductible will be \$100.		
Contract Date	Odometer Reading at Contract Date		
Term	<input checked="" type="checkbox"/> Lifetime		

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page. If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

THIS CONTRACT IS NOT A WARRANTY OR INSURANCE AND DOES NOT GUARANTEE THE UTILITY OR PERFORMANCE OF THE VEHICLE. Some of the benefits provided under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle. We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except Florida. In Florida, a reserve is established to cover benefits under this contract. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002, CA VSCP License No. 0D12145), P.O. Box 830637, Birmingham, AL 35283-0637. For Claims and Customer Service, call 1-800-432-4566, fax 1-954-784-7009 or email USW.Claims@Protective.com.

Certification: I acknowledge that (1) I have selected and understand the Coverage indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section L (Arbitration and Other Matters Concerning Disputes).

Contract Holder's Signature

Date

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page. You may contact us by mail at P.O. Box 830637, Birmingham, AL 35283-0637 or by phone at 1-800-432-4566.

A. DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section G (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the first page of this Contract containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and your refer to the Contract Holder(s) as named on the Registration Page.

We, us and our refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

B. YOUR RESPONSIBILITIES

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

C. WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Date and ends when the Contract expires or is cancelled under the provisions of Section K (Cancellation Procedures). Contract expiration is determined when the Contract Holder no longer owns the Vehicle.

D. DEDUCTIBLE

Each time there is a Covered Repair, you must pay the amount of the Deductible. If a Deductible is not stated on the Registration Page, the Deductible will be \$100.

E. COVERAGE

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair

or replacement is required as a result of a Mechanical Breakdown occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be remanufactured, used or new parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
2. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
3. We will not reimburse you for a Mechanical Breakdown that is a Covered Repair under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation. We will, however, pay up to \$100 of any third party deductible you must pay and the excess over such third party coverage.

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Powertrain Coverage

Gasoline/Diesel Engine: all internal lubricated parts ♦ engine block ♦ cylinder heads ♦ harmonic balancer ♦ manifold(s) exhaust/intake (excluding catalytic converters) ♦ oil pan (excluding drain plug related failures) ♦ oil pump ♦ electric oil pump ♦ timing belt/chain, gear, cover and tensioner ♦ manufacturer-installed turbocharger(s) ♦ manufacturer-installed supercharger ♦ valve covers.

Transmission (Automatic, Continuous Variable (CVT), Standard and Transfer Case): all internal lubricated parts ♦ transmission and transfer case housing ♦ transmission control unit/module ♦ torque converter ♦ mounts ♦ flywheel/flexplate ♦ vacuum modulator.

Drive Axle (Front/Rear/AWD/4-Wheel Drive): all internal lubricated parts within the drive/transaxle assembly and housing, including axles and axle bearings ♦ hubs, bearings and front hub locking assemblies ♦ constant velocity joints ♦ universal joints ♦ drive shaft ♦ locking rings ♦ wheel bearings.

Cooling/Fuel: thermostat/housing ♦ water pump/housing ♦ electric coolant pump ♦ throttle body assembly ♦ diesel accessory vacuum pump, lift pump, injectors and injection pump (excludes clogged injectors) ♦ fuel pump ♦ fuel injectors (excludes clogged injectors).

Hybrid Vehicle: hybrid vehicle electric motor assembly ♦ electronic transmission/transaxle assembly ♦ electric traction-drive motor assembly.

Filters, Fluids, Lubricants and Taxes: filters, fluids, lubricants and taxes required to complete a Covered Repair for any Covered Part listed above.

Seals and Gaskets: Seals and gaskets for all Covered Parts listed above when subject to a Covered Repair.

F. REPORTING A MECHANICAL BREAKDOWN CLAIM

To obtain service during normal business hours:

1. **Take immediate action to prevent further damage to the Vehicle.**
2. **Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
3. **You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**

4. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.
5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.
6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

To obtain service after normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Obtain a written repair estimate from the Repair Facility.
3. You may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair.
4. Follow steps 4-6 listed above for obtaining service during normal business hours.

G. EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. Repairs or replacements falling within any of the following descriptions: not authorized in advance, except as provided for after-hours service in Section F (Reporting a Mechanical Breakdown Claim) ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, burnt valves or engine detonation failure.
2. Damages and costs falling within any of the following descriptions: arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Contract ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially ♦ is retrofitted with aftermarket equipment to use alternative fuels.
4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety-related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical

or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section K (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.

5. A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries, hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer-installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment.
6. Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items: belts (except timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors ♦ exhaust systems including catalytic converters ♦ all friction materials ♦ constant velocity boots ♦ valve grinding ♦ hoses ♦ all fluid caps and reservoirs ♦ all illumination devices ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels/rims ♦ wheel balancing ♦ wiper arms and blades ♦ adjustments and alignments ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

H. CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USW.claimsappeal@Protective.com

Mailing Address:

Protective

P.O. Box 830637 Birmingham, AL 35283-0637

Attn: VSC Claim Review

I. LIMITS OF LIABILITY

Our liability under this Contract shall never exceed either of the following:

Over the Life of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date as determined using leading industry used car value guides such as the National Automobile Dealers Association (NADA) Official Used Car Guide or Kelley Blue Book.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used

car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.

Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law

J. CONTRACT TRANSFER

This Contract may not be transferred or assigned.

K. CANCELLATION PROCEDURES

1. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Covered Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to replace the odometer

Cancellation will be effective as of the date we discover the reason for cancellation.

L. ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section H (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or

relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

M. GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

O. STATE AMENDMENT REQUIREMENTS / DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Powertrain giveaway

Eligibility:

Current plus 8 model years

Deductible:

\$100

Terms:

Open terms

Coverage:

Replacements or repairs to the covered vehicle are at no cost for parts and labor due to a mechanical breakdown.

Benefits:

Non-cancelable

Non-transferable

Non-renewable

UNITED STATES WARRANTY CORP.

Limited Powertrain Agreement

REGISTRATION PAGE

Agreement Number: **PUG**

VIN Number	Vehicle Information	Year	Make	Model
Agreement Holder(s) Name				
Agreement Holder(s) Address				
Agreement Holder(s) Telephone		Agreement Holder(s) Email (Optional)		
Issuing Dealer Name			Dealer Telephone	
Issuing Dealer Address			Dealer Number	
Vehicle Purchase Price		Effective Date	Effective Miles	

PLAN INFORMATION

Deductible	<input checked="" type="checkbox"/> \$100.00	Term	Months	Miles	Expiration	Date (whichever occurs first)	Miles
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THIS AGREEMENT IS NOT TRANSFERABLE, RENEWABLE OR CANCELABLE. IT IS PROVIDED TO THE AGREEMENT HOLDER(S) BY THE ISSUING DEALER AT NO ADDITIONAL CHARGE. THIS AGREEMENT TERMINATES IN THE EVENT OF A TOTAL LOSS, REPOSSESSION OR WHEN OWNERSHIP HAS TRANSFERRED TO A NEW OWNER OR IF THE MAINTENANCE REQUIREMENTS AS OUTLINED IN THIS AGREEMENT ARE NOT PERFORMED.

**Authorization is required prior to beginning any repairs performed on your Covered Vehicle.
Claims Dept: 800-432-4566**

DEFINITIONS

- "Cost" means the usual and reasonable charges for parts and labor. These charges shall not exceed the manufacturer's suggested retail price (MSRP) for parts and labor allowances derived from nationally recognized labor time publications.
- "Covered Part(s)" means one or more of the parts or components identified as subject to coverage in Section 1 (Mechanical Breakdown Coverage - What This Agreement Covers) for coverage selected and not specifically excluded in Section 2 (Exclusions - What This Agreement Does not Cover).
- "Covered Repair" means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this agreement.
- "Covered Vehicle" means the vehicle described on the Registration Page.
- "Deductible" means the amount you are required to pay, as shown in the Registration Page, per repair visit, for covered repairs. If a Covered Repair's Cost is less than the Deductible, you are responsible for the repair total.
- "Effective Date" means the date the Covered Vehicle was purchased from the Issuing Dealer and is the date this agreement begins.
- "Effective Miles" means the mileage reading of the Covered Vehicle's odometer at the time this agreement was issued.
- "Expiration Date" means the date the Covered Vehicle is no longer eligible for coverage (Expires by Date or Mileage, whichever occurs first).
- "Expiration Miles" means the mileage at which the Covered Vehicle is no longer eligible for coverage (Expires by Date or Mileage, whichever occurs first).
- "Issuing Dealer" is defined as the dealership that sold the Covered Vehicle to you.
- "Mechanical Breakdown" or "Failure" is an event which results in the inability of a Covered Part to perform the function(s) for which it was designed due to an inherent material failure. Neither damage nor wear shall be taken to constitute Mechanical Breakdown or Failure. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts.
- "We", "us", and "our" refer to the provider or obligor, United States Warranty Corp. (USWC), P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (CA VSCP License No. 0D12145).
- "You" and "your" refer to the Agreement Holder(s) as named on the Registration Page.

I understand that I must obtain authorization prior to beginning any repairs covered by this agreement.

Agreement Holder Signature

Date

White - Administrator • Green - Issuing Dealer • Pink - Agreement Holder • Bottom White Page(s) - Agreement Holder

We agree, subject to the terms and conditions set below, that we will make repairs or replacements to the Covered Vehicle at no Cost for parts and labor (subject to the applicable Deductible and items specifically excluded) due to a Mechanical Breakdown.

COVERAGE SECTIONS

- Section 1: Mechanical Breakdown Coverage - What This Agreement Covers
- Section 2: Exclusions - What This Agreement Does Not Cover
- Section 3: Maintenance Responsibilities
- Section 4: Claims Procedures
- Section 5: Transfer and Cancellation Procedures
- Section 6: General
- Section 7: State Amendment - Requirements/Disclosures

SECTION 1

MECHANICAL BREAKDOWN COVERAGE - WHAT THIS AGREEMENT COVERS

ENGINE: All internal lubricated parts; Cylinder block (**excluding freeze plugs**); Cylinder heads; Flywheel/Flexplate; Harmonic balancer; Manifolds, Intake and Exhaust; Oil pan; Oil pump; Seals and gaskets (**Covered Parts only**); Timing belt; Timing chain; Timing chain cover; Timing gears/sprockets; Turbo/Supercharger; Valve covers.

COOLING AND FUEL: Diesel fuel injection pump; Diesel nozzles; Diesel vacuum pump; Fuel injectors (**excludes clogged injectors**); Fuel pump; Seals and gaskets (**Covered Parts only**); Thermostat; Thermostat housing; Throttle body assembly; Water pump; Water pump housing.

TRANSMISSION: Transmission case and all internal parts; Seals and gaskets (**Covered Parts only**); Torque convertor; Transmission control unit/module; Transmission mounts; Transfer case and all internal parts; Vacuum modulator.

DRIVETRAIN: Automatic front locking hubs; Axle shafts; Axle shaft bearings; Axle supports; CV joints; Differential and all internal parts; Drive axle housing and all internal parts; Drive shaft; Final drive housing and all internal parts; Hub bearings; Locking rings; Propeller shafts; Seals and gaskets (**Covered Parts only**); U-joints; Wheel bearings, front and rear.

SECTION 2

EXCLUSIONS - WHAT THIS AGREEMENT DOES NOT COVER

THE FOLLOWING PARTS AND CONDITIONS ARE NOT COVERED BY THIS AGREEMENT. SEE STATE SPECIFIC PROVISIONS FOR ADDITIONAL EXCLUSIONS OR CHANGES.

- A. WE WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR THE FOLLOWING NORMAL MAINTENANCE-RELATED SERVICES AND PARTS WHICH INCLUDE BUT ARE NOT LIMITED TO: FILTERS; LUBRICANTS; FLUIDS (UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR); BELTS AND HOSES; REFRIGERANTS; SPARK PLUGS AND WIRES; WHEEL ALIGNMENTS OR BALANCING; TUNE-UPS; GLOW PLUGS; ANY MAINTENANCE SERVICE OR PART REQUIRED OR RECOMMENDED BY THE MANUFACTURER.
- B. ANY BODY, CHASSIS OR TRIM ELEMENTS; SHEET METAL; BODY FRAMES OF ANY KIND, MOUNTS OR BUSHINGS; CROSS MEMBERS; BODY RAILS; WELDING OF ANY PART; BODY PANELS; ENGINE CRADLES; BUMPERS; GLASS; CARPET; DOOR HANDLES & LATCHES; WEATHER STRIPPING; LENSES; SEALED BEAMS; LIGHT BULBS; LED LIGHTING; LAMPS; TIRES AND WHEELS; BATTERIES; CONVERTIBLE OR VINYL TOPS INCLUDING FRAMES AND LATCHES; SUN-ROOF TRACKS OR GUIDES; STANDARD TRANSMISSION CLUTCH COMPONENTS; EXHAUST SYSTEM INCLUDING CATALYTIC CONVERTOR; MOLDINGS; BRIGHT METAL; BOLTS; RETAINERS, CLAMPS, RIVETS, STUDS; BELTS AND HOSES (NOT SPECIFICALLY LISTED); UPHOLSTERY; PAINT; HINGES; PHYSICAL DAMAGE OR DISCONNECT OF CONTACTS TO DEFROST GRIDS OF THE HEATED BACKGLASS; CLEANING AND ADJUSTMENTS; DASH PAD AND VENTS; AIR OR WATER LEAKS; WIND NOISE; ODORS; SQUEAKS, RATTLES OR NOISES WHEN A FAILURE CANNOT BE DETERMINED.

- C. DAMAGE CAUSED BY FAILURE TO MAINTAIN YOUR COVERED VEHICLE AS REQUIRED OR RECOMMENDED BY THE MANUFACTURER. THIS INCLUDES DAMAGE CAUSED BY IMPROPER LEVELS OF OIL, COOLANT OR OTHER FLUIDS AS WELL AS CONTAMINATION OF OIL, FLUIDS OR FUELS.
- D. DAMAGE OR FAILURES CAUSED BY COLLISION, FIRE, VANDALISM, THEFT, RIOTS, EXPLOSIONS, NATURE, THE ENVIRONMENT OR POLLUTION, INCLUDING AIRBORNE FALLOUT, HAIL, LIGHTNING, SALT, FREEZING, CORROSION, WINDSTORM, FLOOD, ICE, SNOW, EARTHQUAKE, ACID RAIN OR TREE SAP.
- E. ANY FAILURE CAUSED BY MISUSE, ABUSE, NEGLIGENCE, ALTERATIONS OR MODIFICATIONS MADE TO YOUR COVERED VEHICLE INCLUDING DAMAGE CAUSED BY OFF-ROAD USE, RACING OR OTHER COMPETITIVE DRIVING.
- F. DAMAGE CAUSED BY THE CONTINUED OPERATION OF YOUR COVERED VEHICLE WHILE IT IS OVERHEATING MAY RESULT IN THE DENIAL OF YOUR CLAIM. APPARENT FAILURES AND FLUID LEAKS WHICH ARE NOT ADDRESSED IN A TIMELY MANNER MAY RESULT IN FURTHER DAMAGE TO YOUR COVERED VEHICLE WHICH COULD RESULT IN THE DENIAL OF YOUR CLAIM.
- G. DAMAGE CAUSED BY TOWING A TRAILER, ANOTHER VEHICLE OR ANY OTHER OBJECT, UNLESS YOUR COVERED VEHICLE IS EQUIPPED FOR THIS USE AS RECOMMENDED BY THE MANUFACTURER.
- H. FAILURE CAUSED BY IMPROPERLY PERFORMED REPAIR WORK.
- I. REPAIRS OR PARTS NOT SPECIFIED IN SECTION 1 AND DAMAGE CAUSED TO A COVERED PART BY THE FAILURE OF A NON-COVERED PART.
- J. DAMAGE CAUSED BY SLUDGE, CARBONIZATION, OIL STARVATION, OR THE CONDITION OF WATER INTRUSION COMMONLY KNOWN AS HYDROLOCK; NORMAL FLUID LOSS/SEEPAGE TO SEALS OR GASKETS; BURNT VALVES; WORN/CARBON SEIZED PISTON RINGS; ANY REPAIR FOR THE CORRECTION OF OIL CONSUMPTION OR ENGINE COMPRESSION WHEN A FAILURE HAS NOT OCCURRED; VALVE JOBS; FOR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR COVERED VEHICLE.
- K. THIS AGREEMENT WILL NOT COVER ANY PERFORMANCE MODIFICATIONS TO YOUR COVERED VEHICLE, OR ANY DAMAGE ARISING FROM SUCH PERFORMANCE MODIFICATIONS. HOWEVER, IF YOUR COVERED VEHICLE IS MODIFIED FOR PERFORMANCE, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. RATHER, THIS AGREEMENT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE PERFORMANCE MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS AGREEMENT.
- L. VEHICLES USED IN COMMERCIAL APPLICATIONS SUCH AS: RENTALS, TAXIS AND LIMOUSINES, LIVERY/SHUTTLE SERVICE, CONSTRUCTION SITE ACTIVITIES OR ANY OTHER COMMERCIAL USAGE.
- M. EMERGENCY VEHICLES SUCH AS POLICE, FIRE, AMBULANCE, TOW TRUCK OR ANY VEHICLE EQUIPPED WITH A SNOW PLOW.
- N. VEHICLES WHICH HAVE BEEN TOTALED OR WHOSE MANUFACTURER'S WARRANTY HAS BEEN VOIDED OR VEHICLE WITH BRANDED OR SALVAGED TITLES.
- O. REPAIR OR REPLACEMENT OF PARTS NOT AUTHORIZED BY US. THIS INCLUDES REIMBURSEMENT FOR THE REPAIR OR REPLACEMENT OF OTHERWISE COVERED PARTS WHEN PERFORMED OR AUTHORIZED BY YOU.
- P. REPAIRS PERFORMED ANYWHERE OTHER THAN A LICENSED REPAIR FACILITY.
- Q. ANY LOSS WHICH OCCURS WHEN AN ODOMETER IS INOPERATIVE WHETHER FROM FAILURE, DISCONNECTION OR ALTERATION WHILE OWNED BY YOU, OR WHEN AN EXACT DETERMINATION OF MILEAGE IS UNAVAILABLE.
- R. HAZARDOUS WASTE DISPOSAL CHARGES, SHOP SUPPLIES, STORAGE CHARGES, RECYCLING FEES, CORE CHARGES OR FREIGHT/SHIPPING CHARGES.

- S. ANY LOSS TO AN OTHERWISE COVERED PART WHILE UNDER THE MANUFACTURER'S OR REPAIRER'S RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE OR IF THE MANUFACTURER OR REPAIRER DENIES COVERAGE FOR ANY REASON WHILE UNDER ITS RECALL, PROGRAM, CAMPAIGN, WARRANTY AND/OR GUARANTEE; TECHNICAL SERVICE BULLETIN REPAIRS WHEN A FAILURE HAS NOT OCCURRED.
- T. REPAIR OR REPLACEMENT OF NAVIGATIONAL, ENTERTAINMENT OR COMMUNICATION EQUIPMENT THAT NO LONGER PERFORMS ITS FUNCTIONS DUE TO CHANGES IN TECHNOLOGY.
- U. REPAIR OR REPLACEMENT TO NON-FACTORY INSTALLED EQUIPMENT.
- V. ANY LOSS IF MORE THAN ONE (1) WARRANTY OR INSURANCE AGREEMENT CAN BE APPLIED TO A MECHANICAL BREAKDOWN. OUR RESPONSIBILITY UNDER THIS AGREEMENT SHALL NOT EXTEND TO ANY PART OF THE REPAIRS, REPLACEMENT, LOSS OR DAMAGE THAT IS RECOVERABLE UNDER ANY OTHER COVERAGE.
- W. FOR ANY LIABILITY FOR DAMAGE TO PROPERTY OR FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OF TIME, PROFIT, INCONVENIENCE DUE TO THE OPERATION, MAINTENANCE OR USE OF YOUR COVERED VEHICLE WHETHER OR NOT RELATED TO THE COVERED REPAIR.
- X. CAR RENTAL, TOWING OR ROAD SERVICES ARE NOT COVERED.
- Y. THIS AGREEMENT DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES.
- Z. FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE THIS AGREEMENT BEING ISSUED.

SECTION 3

MAINTENANCE RESPONSIBILITIES

In order for this agreement to remain valid, you must have the Covered Vehicle serviced exactly as the procedures list below. Failure to adhere to these maintenance responsibilities will result in denial of coverage, therefore voiding this agreement.

You must keep all maintenance records from the date you purchased the Covered Vehicle to the expiration of this Limited Service Agreement supported by receipts indicating date, time, mileage, and service performed, and these records must be available to us and/or Issuing Dealer upon request.

Proof of maintenance will be required for certain repairs under this limited Service Agreement. Failure to provide proof of required maintenance will result in denial of coverage. Failure to properly maintain your Covered Vehicle in accordance with your owner's manual will result in denial of coverage.

ROUTINE MAINTENANCE SERVICE:

All routine maintenance must be performed within **one (1) month or one thousand (1,000) miles, whichever comes first**, of the regular scheduled interval based upon the odometer reading and date of the previous routine maintenance schedule.

All maintenance to your Covered Vehicle must be performed according to the service schedule outlined in the owner's manual published by the manufacturer of the Covered Vehicle **OR every six (6) months or seventy-five hundred (7,500) miles, whichever comes first (regardless if the manufacturer's maintenance schedule is greater than six (6) months or seventy-five hundred (7,500) miles).**

This required maintenance as mentioned above includes:

- 1) oil & filter change.
- 2) check and maintain transmission fluid.
- 3) top off all fluid levels.
- 4) check and maintain proper coolant levels.
- 5) check and maintain differential & transfer case.

Note: If the owner's manual outlines any specific instructions related to Synthetic Oil, those recommendations will override the routine maintenance requirements listed above, however in any event, the major maintenance service listed below are required to be performed.

MAJOR MAINTENANCE SERVICE

You must adhere to all other recommendations as outlined in the Manufacturer's maintenance schedule, such as any major services including but not limited to 30, 60, 90 or 120 thousand mile maintenance, tire rotation, fuel filter, air filter, coolant flushes, transmission services etc. Please refer to the Owner's Manual for specific instructions. **All Major Maintenance Services recommended by the Manufacturer must be performed within one (1) month or one thousand (1,000) miles, whichever comes first, of the recommended interval regardless of the last date or mileage Interval of the Routine Maintenance Service.**

SECTION 4

CLAIMS PROCEDURES

When repairs are necessary, return your Covered Vehicle, if possible, to the Issuing Dealer. If you cannot return to the Issuing Dealer, you must telephone us at 1-800-432-4566 during normal business hours to report the condition of your Covered Vehicle. You may take your Covered Vehicle to any licensed repair facility in the USA and Canada, however, we reserve the right to relocate your Covered Vehicle at our discretion. The repair facility **MUST** obtain authorization from us prior to any repair. In order to file a claim, please observe the following provisions:

1. You must have your Covered Vehicle serviced according to the factory recommended maintenance intervals as outlined in your Covered Vehicle's owner's manual. You may be asked to provide receipts documenting such maintenance in the event of a Mechanical Breakdown. Failure to produce such documentation may result in the denial of your claim.
2. You must use all reasonable means to protect your Covered Vehicle from further damage. We are not liable for damage caused by the continued operation of your Covered Vehicle following an initial failure.
3. You must provide teardown authorization as requested in order to allow for an accurate diagnosis of your Covered Vehicle's mechanical condition. We are not liable for teardown charges in the event of a denied claim.
4. We reserve the right to a second opinion; to inspect any Covered Vehicle and/or request relocation to a service facility of our choice before authorization of any repairs.
5. Emergency repairs are defined as those failures which occur and are repaired outside of normal business hours. In these instances only, you may submit the unauthorized paid receipt/repair order for review and reimbursement according to the terms of your agreement. These receipts must reflect the date of the repair as well as the mileage at the time of the failure.
6. In the event of an unauthorized emergency repair, you must submit any claim for reimbursement to this office with all documentation required for processing your claim within ninety (90) days of authorization and/or repair.

Failure to observe the procedures outlined above, may result in the denial of your claim.

SECTION 5

TRANSFER AND CANCELLATION PROCEDURES

The agreement may not be transferred or cancelled as it is provided at no additional cost.

SECTION 6

GENERAL

1. THE TERMS AND CONDITIONS OUTLINED HEREIN REPRESENT THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY THE AGREEMENT HOLDER.
2. This agreement applies only to Mechanical Breakdowns which occur during the time period or within the mileage period as shown in the Registration Page and while the Covered Vehicle is within the United States, its territories or possessions and Canada.
3. If this agreement does not clearly denote the term, miles or cov-

erage plan which you have selected, please contact us or your Issuing Dealer.

4. **We reserve the right to require that a repair facility use a remanufactured or LKQ (Like kind and quality) part when replacing failed Covered Parts. If you prefer to use an alternative part, you will be responsible for the difference in price.**
5. Your Issuing Dealer will warranty any Covered Repair, including parts and labor, for a minimum of twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If you elect to bring your Covered Vehicle to another repair facility, we reserve the right to require an equivalent warranty. If your repair facility does not provide an equivalent warranty, you will be responsible for any problems with the original Covered Repair until such time as the dealer's warranty would have expired.
6. The aggregate total of all benefits paid or made payable under this agreement shall not exceed the price you paid for your Covered Vehicle at the time this agreement was issued. The maximum benefit payable for any single repair or replacement shall not exceed the actual cash value of the Covered Vehicle immediately prior to breakdown as determined by the most recent N.A.D.A official used car guide.
7. We require that all repairs and replacements be performed by qualified technicians employed at a licensed repair facility. We will not reimburse you for repairs performed by any non-licensed repair facility. In no case, regardless of qualification, will we reimburse you for repairs you perform on your own Covered Vehicle.
8. This agreement will be governed by the laws of the state in which it was sold.
9. No amendment, supplement, or waiver of any provision of this agreement will be binding against us unless it is in writing and signed by one (1) of the authorized representatives at our office.
10. Our rights to recover payment: If we make any payment under this agreement and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce these rights. Our subrogation rights become effective after you are made whole.
11. **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Agreement Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.**

SECTION 7 STATE AMENDMENT REQUIREMENTS/DISCLOSURES

This agreement is amended to comply with the requirements and disclosures for the Issuing Dealer's state set forth below.

California

Item 11 under the Section entitled Definitions is deleted and replaced with the following:

11. "Mechanical Breakdown" or "Failure" is an event which results in the inability of a Covered Part to perform the function(s) for which it was designed necessitated by an operational or structural failure due to a defect in materials or workmanship, or due to normal wear and tear.

Item 4 of Section 4, Claims Procedures, is deleted and replaced with the following:

4. **We reserve the right to a second opinion; to inspect any Covered Vehicle and/or request relocation to a service facility of our choice before authorization of any repairs. If we have the Covered Vehicle towed to a service facility of our choice for a second opinion, the inspection will be performed within three (3) business days and the towing cost will be borne by us.**

Item 11 of Section 6, General, is deleted and replaced with the following:

11. **Performance to you under this agreement is guaranteed by a California approved insurance company. You may file a claim**

with this insurance company if any promise made in this agreement has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

Colorado

Item 11 of Section 6, General, is deleted and replaced with the following:

11. **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Agreement Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.**

Connecticut

The following is added to the agreement:

Section 42-221 of the Connecticut General Statutes require a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 30 days or 1,500 miles, whichever occurs first, for vehicles with a sale price of \$3,000 but less than \$5,000 and coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with a sale price of \$5,000 or more. If your Covered Vehicle is covered by this law, this agreement may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. The dealer warranty, if required, is provided free of charge.

If the agreement term is less than 12 months, we will automatically extend the agreement term for at least the number of days your Covered Vehicle is in the possession of a repair facility for Covered Repairs during the agreement term.

Matters Concerning Disputes: In the event that you and we cannot resolve a dispute over the terms of the agreement or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Covered Vehicle and cost of repair, and include a copy of the agreement. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

Georgia

Items E, J, K, Q and Z of Section 2, Exclusions - What This Agreement Does Not Cover, are deleted and replaced with the following:

- E. **ANY FAILURE CAUSED BY YOUR MISUSE, ABUSE, NEGLIGENCE, ALTERATIONS OR MODIFICATIONS MADE TO YOUR COVERED VEHICLE BY YOU OR WITH YOUR KNOWLEDGE INCLUDING DAMAGE CAUSED BY OFF-ROAD USE, RACING OR OTHER COMPETITIVE DRIVING.**
- J. **DAMAGE CAUSED BY CARBONIZATION, OIL STARVATION, OR THE CONDITION OF WATER INTRUSION COMMONLY KNOWN AS HYDROLOCK; NORMAL FLUID LOSS/SEEPAGE TO SEALS OR GASKETS; BURNT VALVES; WORN/CARBON SEIZED PISTON RINGS; ANY REPAIR FOR THE CORRECTION OF OIL CONSUMPTION OR ENGINE COMPRESSION WHEN A FAILURE HAS NOT OCCURRED; VALVE JOBS; FOR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR COVERED VEHICLE.**
- K. **THIS AGREEMENT WILL NOT COVER ANY PERFORMANCE MODIFICATIONS TO YOUR COVERED VEHICLE MADE BY YOU OR WITH YOUR KNOWLEDGE, OR ANY DAMAGE ARISING FROM SUCH PERFORMANCE MODIFICATIONS. HOWEVER, IF YOUR COVERED VEHICLE IS MODIFIED FOR PER-**

PERFORMANCE, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. RATHER, THIS AGREEMENT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE PERFORMANCE MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS AGREEMENT.

- Q. ANY LOSS WHICH OCCURS WHEN AN ODOMETER IS INOPERATIVE WHETHER FROM FAILURE, DISCONNECTION OR ALTERATION WHILE THE COVERED VEHICLE IS OWNED BY YOU SUBSEQUENT TO THE PURCHASE OF THE COVERED VEHICLE, OR WHEN AN EXACT DETERMINATION OF LAPSED MILEAGE IS UNAVAILABLE.
- Z. FAILURE CAUSED BY A CONDITION THAT EXISTED PRIOR TO THE THIS AGREEMENT BEING ISSUED AND THAT WAS KNOWN BY YOU.

Massachusetts

The following is added to the agreement:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,750 miles, whichever occurs first, for vehicles less than 40,000 miles at the time of sale; coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale; and coverage for 30 days or 1,250 miles, whichever occurs first, for vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale. If your Covered Vehicle is covered by this law, this agreement may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. The dealer warranty, if required, is provided free of charge.

Minnesota

The following is added to the agreement:

Section 325F.662 Subd. 2 of the Minnesota Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with less than 36,000 miles at the time of sale and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale. If your Covered Vehicle is covered by this law, this agreement may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. The dealer warranty, if required, is provided free of charge.

New Hampshire

The following is added to the agreement:

In the event you do not receive satisfaction under this agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

Item 11 of Section 6, General, is deleted and replaced with the following:

11. **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this agreement. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction.**

North Carolina

The first paragraph on the Registration Page is deleted and replaced with the following:

THIS AGREEMENT IS NOT RENEWABLE OR CANCELABLE. IT IS PROVIDED TO THE AGREEMENT HOLDER(S) BY THE ISSUING DEALER AT NO ADDITIONAL CHARGE. THIS AGREEMENT

TERMINATES IN THE EVENT OF A TOTAL LOSS, REPOSSESSION OR IF THE MAINTENANCE REQUIREMENTS AS OUTLINED IN THIS AGREEMENT ARE NOT PERFORMED.

Section 5, Transfer and Cancellation Procedures, is deleted and replaced with the following:

The agreement may not be cancelled as it is provided at no additional cost.

This agreement may be transferred by the original holder to a subsequent private purchaser (licensed dealers excluded). This agreement applies only with respect to the Covered Vehicle described in the Registration Page and it is not transferable to another vehicle. To transfer this agreement, the following must be submitted to us within thirty (30) days from the date of sale or this agreement will no longer be in force:

- 1) A letter containing the name and address of the new owner and your authorization to transfer;
- 2) A copy of the bill of sale or other evidence showing proof of transfer;
- 3) A check for Forty (\$40) Dollars payable to us for the transfer fee;
- 4) Receipts evidencing completion of manufacturer's prescribed maintenance; and
- 5) Proof, if necessary, that any remaining manufacturer's warranty has been transferred to the purchaser of your Covered Vehicle.

South Carolina

The following is added to the agreement:

In the event you do not receive satisfaction under this agreement, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467.

This Contract is not insurance.

Virginia

The following is added to the agreement:

If any promise made in the agreement has been denied or has not been honored within 60 days after your request, you may contract the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the agreement:

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

The first paragraph on the Registration Page is amended by adding the following:

We shall mail a written notice to you at your last known address, stating the effective date and reason for termination, at least 5 days prior to the effective date of termination.

Item 11 of Section 6, General, is deleted and replaced with the following:

11. **Our obligations under this agreement are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Agreement Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.**

Total Term Protection

Coverage:

Mechanical- Diagnostics with a covered repair, related damage and fluid replacements with a mechanical breakdown, fuses and lighting

Maintenance- Wheel alignment, battery, headlamp, belts and hoses, wiper blade, brake pad replacement

Eligibility:

Current plus 1 previous model year
Vehicles with up to 6,000 miles

Terms:

Range from 24 months/24,000 miles to 48 months/60,000 miles

Deductibles:

\$0

Benefits:

Rental car allowance

The customer will be reimbursed up to \$35 per day for a maximum of 5 days for same day rental (when the vehicle is accepted for a covered repair).

24-hour roadside assistance

Towing, Battery Service, Jump Start, Lockouts, Flat Tire, Fluid Delivery, up to \$75 per occurrence

Trip interruption

Customer will be reimbursed up to \$100 per day for a maximum of \$300 for lodging and meals. The vehicle must be inoperative due to a failure covered by the service agreement or the factory warranty; and the failure occurs more than one hundred miles away from their home

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale
- Receipts evidencing completion of manufacturer's prescribed maintenance

UNITED STATES WARRANTY CORP.

Vehicle Service Contract

REGISTRATION PAGE

Contract Number: **UTP**

VIN (Vehicle Identification Number)	Vehicle Information		Year	Make	Model
Contract Holder(s) Name				Vehicle Purchase Price/Lease Price	\$
Contract Holder(s) Address					
Contract Holder(s) Telephone	Contract Holder(s) Email (optional)				
Seller Name			Seller Telephone	Seller Number	
Seller Address					
Lienholder/Lessor Name				Lienholder/Lessor Telephone	
Lienholder/Lessor Address					

Coverage	<input checked="" type="checkbox"/> Total Term Protection	
Deductible	<input checked="" type="checkbox"/> \$0	
Contract Purchase Date		Odometer Reading At Contract Purchase Date
Term Months		Term Miles

Optional Surcharged Coverage	<input type="checkbox"/> Lift Kit/Tire Modifications <input type="checkbox"/> Snow Plow <input type="checkbox"/> Business Use <i>(Either Snow Plow or Business Use may be selected. You may not select both.)</i>		
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Contract Price \$		Contract Expiration	Date	(whichever occurs first)	Mileage
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If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, NOR THE TERMS OF THE CREDIT, NOR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS CONTRACT. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE AND DOES NOT GUARANTEE THE UTILITY OR PERFORMANCE OF THE VEHICLE. Some of the benefits provided under this Contract may duplicate express or implied warranties that may accompany the purchase of the Vehicle. We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE OR SERVICES PERFORMED. The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002, CA VSCP License No. 0D12145), P.O. Box 830637, Birmingham, AL 35283-0637. For Claims and Customer Service, call 1-800-432-4566, fax 1-954-784-7009, or email USW.Claims@Protective.com.

Certification: I acknowledge that (1) I have selected and understand the Coverage indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes).

Contract Holder's Signature

Date

Top White-Administrator • Canary-Lienholder • Pink-Dealer • Green-Contract Holder • Bottom White Page(s)-Contract Holder

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the Coverage selected. You may contact us by mail at P. O. Box 830637, Birmingham, AL 35283-0637 or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

A. Definitions

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Part(s) means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

Covered Repair means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.

Covered Service means the services identified as being subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).

Mechanical Breakdown means the failure of one or more parts to perform the function for which they were designed due to defects, faulty workmanship in the manufacturing process, or normal wear and tear.

Registration Page means the first page of this Contract containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and your refer to the Contract Holder(s) named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and our refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. USWC does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

B. Your Responsibilities

You have the responsibility to properly maintain the Vehicle as recommended by the manufacturer, to reasonably protect the Vehicle from further damage when one or more parts fail, to maintain records of routine Vehicle maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in this Contract, and to cooperate fully with our reasonable requests to examine Vehicle maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. Maintenance records generally include a detailed log of maintenance you perform and receipts for purchases of services provided by others and parts and supplies used by you or others in performing maintenance services. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE OR SERVICES PERFORMED.

C. When Coverage Begins and Ends

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends when the Contract expires or is cancelled under the provisions of Section L (Cancellation Procedures). Contract expiration is determined by adding Term Months indicated on the Registration Page to the appropriate measurement date and Term Miles indicated on the Registration Page to the appropriate measurement mileage for your Coverage, as described below.

Total Term Protection Coverage: The measurement date is the Contract Purchase Date, and the measurement mileage is the Odometer Reading At Contract Purchase Date. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase 36-month/36,000 mile Total Term Protection Coverage and the Odometer Reading At Contract Purchase Date is 50,000 miles, this Contract will expire 36 months after the Contract Purchase Date

or when the Vehicle's odometer indicates 86,000 miles, whichever occurs first.

D. Deductible

Each time there is a Covered Repair or Covered Service, the amount of the deductible will be \$0. The Deductible does not apply to the additional benefits described in Section G (Additional Benefits).

E. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of a Mechanical Breakdown or for the pre-authorized Covered Service occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle.**
2. **We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally recognized labor time guide.**
3. **We will not reimburse you for a Mechanical Breakdown that is a Covered Repair or Covered Service under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, regardless of whether the third party honors its coverage obligation.**

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. We reserve the right to recoup any amount we paid for a Covered Repair or Covered Service to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the Vehicle parts and other items described below:

Total Term Protection Coverage:

Any part experiencing a Mechanical Breakdown before this Contract expires or is cancelled including the below Covered Parts and Covered Services **except for the parts and services listed in Section H (Exclusions and Other Coverage Limitations).**

Covered Parts

Belts: engine belts: serpentine ♦ power steering ♦ alternator ♦ supercharger ♦ air conditioning ♦ water pump.

Battery-Starter: starter battery replacement one (1) time during the term of this Contract or we will pay you the difference between the battery manufacturer's suggested retail price (MSRP) and their pro-rated reimbursement of your battery one (1) time during the term of this Contract.

Battery-Auxiliary: auxiliary stop/start non-propulsion battery replacement one (1) time during the term of this Contract or We will pay You the difference between the battery manufacturer's suggested retail price (MSRP) and their pro-rated reimbursement of your battery one (1) time during the term of this Contract.

Brake Pad: one (1) set of front and rear brake pads/shoes during the term of this Contract.

Electrical: fuses ♦ light bulbs: backup ♦ dome ♦ door ♦ engine compartment ♦ fog ♦ footwell ♦ glove box ♦ license plate ♦ map ♦ parking ♦ running ♦ stop ♦ trunk ♦ turn signal ♦ visor.

Headlight: headlight bulb replacement.

Hoses: air conditioning ♦ bypass ♦ fuel ♦ heater ♦ power steering ♦ throttle body ♦ upper and lower radiator ♦ vacuum ♦ washer.

Filters, Fluids, Lubricants and Taxes: filters ♦ fluids ♦ lubricants and taxes required to complete a Covered Repair for any Covered Part.

Seals and Gaskets: Seals and gaskets for all Covered Parts.

Covered Services

Wheel Alignment: wheel alignment one (1) time during the term of this Contract.

Windshield Wiper Blade: replace one (1) set of front and rear windshield wiper blades during the term of this Contract.

Optional Surcharged Coverage Any one or more of the following if selected and paid for on the Contract Purchase Date and indicated on the Registration Page.

Lift Kit/Tire Modifications: Covers eligible vehicles with an aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits with no more than a 6" suspension lift or a 3" suspension drop from the OEM specifications and/or non-OEM tires that do not exceed the OEM specifications by more than 4" in diameter.

Snow Plow: Covers eligible vehicles with less than a three quarter ton rating that are equipped with a manufacturer snow plow package, including a snow plow prep package. **The snow plow itself, all of its assembly and any aftermarket and/or manufacturer or dealer installed snow plow accessories and /or equipment is not covered.** The Vehicle must be used for personal use only. **This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Business Use Coverage.**

Business Use: Covers eligible vehicles with less than one ton rating, used solely or partially in pursuit of a business or for the generation of income, regardless of whether the Vehicle is registered to an individual or business. **This Optional Surcharged Coverage cannot be combined with the Optional Surcharged Snow Plow Coverage.**

F. Reporting a Mechanical Breakdown Claim

To obtain service during normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.
3. You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.
4. Authorize disassembly of the Vehicle if disassembly is necessary to diagnose the cause and cost of the reported Mechanical Breakdown. You will be responsible for any disassembly charges if the associated repairs are not Covered Repairs.
5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.
6. Within 90 calendar days after the Covered Repair or Covered Service is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

To obtain service after normal business hours:

1. Take immediate action to prevent further damage to the Vehicle.
2. Obtain a written repair estimate from the Repair Facility
3. You may have the Repair Facility proceed with the repair without losing any rights to receive reimbursement if the repair otherwise qualifies as a Covered Repair or Covered Service.
4. Follow steps 4-6 listed above for obtaining service during normal business hours.

G. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. Emergency Roadside Assistance: (call 1-888-491-0334 to request assistance)

Emergency roadside assistance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable as a result of a Mechanical Breakdown (regardless of whether it results in a Covered Repair or Covered Service) or any other condition not specifically excluded below or in Section H. (Exclusions and Other Coverage Limitations). This assistance is comprised of towing, flat tire replacement using the Vehicle's inflated spare, delivery of fuel, water and other fluids necessary to operate the Vehicle (excluding the cost of fluids), lock-out assistance for Vehicle keys locked inside your Vehicle and battery assistance (jump start) excluding hybrid vehicle main power cell batteries. This benefit is up to \$75 per incident for all services. **You should remain with your Vehicle until Emergency Roadside Assistance arrives unless it is unsafe to remain with your Vehicle. An unattended Vehicle can't receive Emergency Roadside Assistance. (EMERGENCY ROADSIDE ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN OUR DISPATCHER IS NOT COVERED AND IS NOT REIMBURSABLE).**

Emergency Roadside Assistance Exclusions and Limitations

Emergency Roadside Assistance will not be provided for and does not include any of the following: Vehicle emergencies resulting from your use of intoxicants or narcotics ♦ utilizing your Vehicle for unlawful purposes ♦ replacement of any parts, keys, fluids, lubricants or fuel ♦ costs to install product or materials ♦ non-emergency towing or other non-emergency service ♦ reimbursements also covered by a third party's warranty, insurance policy or service contract ♦ mounting or dismounting tires ♦ tire repair ♦ trucks over a one ton rating ♦ vehicles over 20 years of age or out of manufacturer production for 10 years or more ♦ taxicabs, limousines, commercial vehicles, recreational vehicles including travel trailers and motor homes ♦ vehicles in tow ♦ taxes or fines ♦ towing from or repair work at a service station, garage or repair facility ♦ towing by other than a licensed service station or garage ♦ vehicle storage charges ♦ secondary tow for the same disablement (only one tow per incident) ♦ if your Vehicle is not in a safe condition to be towed or serviced or that may result in damage to the Vehicle if towed or serviced ♦ towing or service on roads not regularly maintained including sand beaches, open fields, forests and areas designated as not passable due to construction etc. ♦ towing at the direction of law enforcement officers relating to traffic obstructions, impoundment, abandonment, illegal parking or other violations of law ♦ repeated service calls for a Vehicle in need of routine maintenance or repair ♦ a recurring disablement (only 1 disablement for the same cause during any consecutive 7 day period will be accepted) ♦ reimbursement for services received independently from us. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT PROGRAM.**

2. Substitute Transportation:

We will reimburse you up to \$35 per day, for a maximum of 7 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation including but not limited to ridesharing services, while the Vehicle is undergoing a Covered Repair or Covered Service. We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source. This additional benefit also applies while the Vehicle is under the manufacturer's warranty. **You must make your own arrangements for substitute transportation.**

3. Trip Interruption:

We will reimburse you for expenses incurred for meals and lodging up to \$100 per day for a maximum of three days when the Vehicle is undergoing a Covered Repair or Covered Service due to a Mechanical Breakdown that has occurred more than 100 miles from your residence and the Repair Facility keeps the Vehicle overnight. Valid lodging and meal receipts are required for you to

receive reimbursement. You must make your own arrangements for meals and lodging.

H. Exclusions and Other Coverage Limitations

This Contract does not cover the following:

1. Repairs, replacements or services falling within any of the following descriptions: not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown or Covered Service ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address oil sludging, burnt valves or engine detonation failure.
2. Damages and costs falling within any of the following descriptions: arising from fraud, bad faith or personal injury ♦ punitive or exemplary ♦ to property, other than as specifically covered in this Contract ♦ attorney fees ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, recycling fees, core charges, freight charges or fuel surcharges ♦ odor removal.
3. If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).
4. A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.
5. A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries (except starter battery and auxiliary stop/start non-propulsion battery), hybrid battery module/pack ♦ external battery charger and service

plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment ♦ any replacement part not of the same kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer ♦ mobility or conversion equipment.

6. Any of the following parts, services and items generally constituting scheduled maintenance and wear-damaged items (except for items listed under Section E. (Coverage)): belts (except air conditioning, alternator, power steering, serpentine, supercharger, water pump and timing belts) ♦ fasteners ♦ brake drums ♦ brake rotors ♦ exhaust systems including catalytic converters ♦ all friction materials (except brake pads and brake shoes) ♦ valve grinding ♦ hoses (except air conditioning, bypass, fuel, heater, throttle body, upper and lower radiator, vacuum, washer and power steering hoses) ♦ all fluid caps and reservoirs ♦ all illumination devices (except light bulbs: backup, door, dome, engine compartment, fog, footwell, glove box, headlight, license plate, map, parking, running, stop, trunk, turn signal, visor) ♦ head and tail light assemblies ♦ fuses ♦ lubricants (except to complete a Covered Repair) ♦ brackets ♦ throw out bearing ♦ pilot bushing and manual clutch parts ♦ spark plugs and wires ♦ tires ♦ wheels/rims ♦ wheel balancing ♦ wiper arms and blades (except windshield wiper blades) ♦ adjustments and alignments (except wheel alignment) ♦ shop supplies ♦ any other items subject to scheduled maintenance or wear damage.

I. Claim Appeal Process

You may appeal a claim denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in vehicle service contract coverage, but who were not responsible for adjudicating your Mechanical Breakdown claim, will review your appeal within 20 business days after our receipt of your written appeal request. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USW.claimsappeal@Protective.com

Mailing Address

Protective
P.O. Box 830637 Birmingham, AL 35283-0637
Attn: VSC Claim Review

J. Limits of Liability

Our liability under this Contract shall never exceed either of the following:

Over The Life Of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book. Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

K. Contract Transfer

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial

purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify us.

L. Cancellation Procedures

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637
Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request.

2. We may cancel this Contract at any time before it expires for any of the following reasons:
- Material misrepresentation or fraud by you with regard to the Contract;
 - If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, the refund will be paid directly to the lienholder.
5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

M. Arbitration and Other Matters Concerning Disputes

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. In no event will you have the right to file or participate in a class

action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agent and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

N. General Terms

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

O. State Amendment Requirements/Disclosures

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
- Material misrepresentation or fraud by you with regard to the Contract;
 - If you fail to maintain the Vehicle as prescribed by the manufacturer;

- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Alaska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Covered Service is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

- 2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
 - c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - d. Physical changes are made to the Vehicle that results in the Vehicle becoming ineligible for Coverage under this Contract;
 - e. You commit a substantial breach of duties related to the Vehicle; or
 - f. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract, or in pursuing a claim under this Contract.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 7.5% of the unearned Amount Paid, whichever is less. The unearned Amount Paid

will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
- d. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty per month, based on the Amount Paid, shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty per month, based on the unearned Amount Paid, shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

- 4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

The following is added to the Contract:

Section 44-1267 of the Arizona Revised Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of 10,000 pounds or less which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

Subsections 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels while the Vehicle is owned by you ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: your negligence or misuse ♦ your improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer while the Vehicle is owned by you ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition unless such condition was known or should reasonably have been known by us or the Seller.**
5. **A part falling within any of the following descriptions: key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries (except starter battery and auxiliary stop/start non-propulsion battery), hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ after-market (non-manufacturer) equipment installed by you or with your knowledge ♦ mobility or conversion equipment.**

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$75 or 10% of whatever portion of the Contract Price was paid by you, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we

will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

Punitive damages means those imposed to punish a wrongdoer and to deter others from similar conduct.

Exemplary damages means those awarded in addition to actual damages.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

Sales tax is prohibited in California.

This Contract does not cover pre-existing conditions.

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information within the first 60 days of the Contract Purchase Date, we will void the Contract and return the Contract Price to you or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

The second paragraph in Section E (Coverage) is deleted and replaced with the following:

We reserve the right to inspect the Vehicle and its maintenance records and to request proof of its ownership in the event of a Mechanical Breakdown claim. If you are unable to provide maintenance records, we may not refuse or deny a claim based solely on your inability to provide the records. If we require an inspection, the inspection will be performed within 3 business days. We reserve the right to recoup any amount we paid for a Covered Repair or Covered Service to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Section J (Limits of Liability) is deleted and replaced with the following:

J. Limits of Liability

Our liability under this Contract shall never exceed either of the following:

Over The Life Of This Contract: The Vehicle Purchase Price if you purchased the Vehicle or the Lease Price if you leased the Vehicle on the Contract Purchase Date.

Per Repair Visit: The lesser of the cost of the Covered Repair(s) or the actual cash value of the Vehicle immediately prior to the Mechanical Breakdown as determined using leading industry used car value guides such as the NADA Official Used Car Guide or Kelley Blue Book.

Liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the full amount of the Contract Price paid by you.
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, a refund will be made by us, minus a processing fee of \$25 or 10% of the Contract Price, whichever

is less. The refund will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the full amount of the Contract Price paid by you. If a claim has been incurred, a refund will be made by us calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Subsection 4 of Section N (General Terms) is deleted and replaced with the following:

4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.

Colorado

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Connecticut

The following is added to the Contract:

Section 42-221 of the Connecticut General Statutes require a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 30 days or 1,500 miles, whichever occurs first, for vehicles with a sale price of \$3,000 but less than \$5,000 and coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with a sale price of \$5,000 or more. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

If the Contract Term Months is less than 12 months, we will automatically extend the Term Months for at least the number of days your Vehicle is in the possession of a Repair Facility for Covered Repairs during the term of the Contract.

Subsection 1 of Section L (Cancellation Procedures) is amended by adding the following:

You may cancel this Contract if you return the Vehicle or the Vehicle is sold, lost, stolen, or destroyed.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

In the event that you and we cannot resolve a dispute over the terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price

of the Vehicle and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

District of Columbia

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002), P.O. Box 830637, Birmingham, AL 35283-0637.

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

The following language in the third paragraph on the Registration Page (page 1) is not applicable in Florida and is deleted in its entirety:

We do not issue guaranteed price refunds and are not obligated under any guaranteed price refund you obtain from the Seller or any other party.

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. If you did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The first paragraph on the Registration Page (page 1) is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void Coverage under the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you

request cancellation, you may request the refund directly from the insurance company.

Subsections 1, 3, 4 and 5 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

1. **Repairs, replacements or services falling within any of the following descriptions:** not authorized in advance unless made after normal business hours ♦ performed outside of the United States, its territories and possessions, or Canada ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer and repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Mechanical Breakdown has not occurred ♦ to address noises such as rattles and squeaks not attributable to or indicative of a Mechanical Breakdown or Covered Service ♦ to address water or air leaks ♦ to a cellular phone or any communication, navigational or entertainment device because it was rendered inoperable due to exposure to malware or change(s) in content, wireless service or technology, including the cost to update or upgrade software ♦ to remedy the failure of heated/cooled seat part(s) resulting from accidental punctures or cuts in fabric or leather, spilled fluids or abuse (such as standing or jumping on the seat) ♦ to address burnt valves or engine detonation failure.
3. **If the Vehicle falls within any of the following descriptions:** is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ is retrofitted with aftermarket equipment to use alternative fuels by you or with your knowledge ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions:** your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition known to you.
5. **A part falling within any of the following descriptions:** key-fobs ♦ expansion plugs ♦ weather strips ♦ batteries (except starter battery and auxiliary stop/start non-propulsion battery), hybrid battery module/pack ♦ external battery charger and service plug ♦ body and trim items (such as upholstery, seat frames, conventional seat belt assembly, glass of any kind, sheet metal, bright metals, sealed beams, paint, sunroof assembly, convertible top and removable hardtop) ♦ aftermarket (non-manufacturer) equipment installed by you or with your knowledge ♦ any replacement part not of the same

kind and quality as the manufacturer installed part it replaced or incompatible with the design specifications and wear tolerances of the Vehicle manufacturer installed by you or with your knowledge ♦ mobility or conversion equipment.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:
 - a. The written notice must state the effective date of cancellation;
 - b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
 - c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
 - d. If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

The following is added to the Contract:

Hawaii Revised Statutes requires a dealer to provide the following warranty on certain pre-owned motor vehicles with a weight of 10,000 pounds or less: coverage for 90 days or 5,000 miles, whichever occurs first, for vehicles with less than 25,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only

for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Illinois

The following is added to the Contract:

Pursuant to 815 Illinois Stat. 505/2L, a dealer is required, under certain circumstances, to provide a warranty covering certain pre-owned motor vehicles that do not have a title branded "rebuilt" or "flood" and have 150,000 miles or less at the time of

sale. The warranty provides power train component coverage for 15 days or 500 miles after delivery of a vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Indiana

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact us by mail or by phone. Refer to the Registration Page for our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair Covered Service is not paid within 60 days after you have

fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws. We shall not require the use of used parts unless we have obtained prior written authorization from you or unless the parts are rebuilt in accordance with the standards recognized by the Insurance Division.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Louisiana

The following is added to the Contract:

This Contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the attorney general. Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Maine

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid") including any applicable sales tax. If you cancel this Contract and have not incurred a claim, a 10% penalty of the Contract Price outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim,

we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

If we fail to perform the services under this Contract within a reasonable time period, we will automatically extend the Contract Term Months for at least the number of days your Vehicle is in possession of the Repair Facility for a Covered Repair or Covered Service during the term of the Contract. This Contract will not terminate until the services are provided in accordance with the terms of this Contract.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Massachusetts

The following is added to the Contract:

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,750 miles, whichever occurs first, for vehicles less than 40,000 miles at the time of sale; coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale; and coverage for 30 days or 1,250 miles, whichever occurs first, for vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The

dealer warranty, if required, is provided free of charge.

Minnesota

The following is added to the Contract:

Section 325F.662 Subd.2 of the Minnesota Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 2,500 miles, whichever occurs first, for vehicles with less than 36,000 miles at the time of sale and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Mississippi

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A material misrepresentation by you to us;
 - b. A substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

- 1. IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.
- 2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER

ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENT AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.

- 3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.
- 4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS AFTER YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.
- 5. THESE PROVISIONS UNDER "ARBITRATION

AND OTHER MATTERS CONCERNING DISPUTES” WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH ANINSURERBACKINGOUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair Covered Service is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

- 1. The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 1 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email to:

P.O. Box 830637, Birmingham, AL 35283-0637

Fax 954-545-5172

USW.cancel@Protective.com

Cancellation will be effective as of the date we receive your cancellation request. If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the “Amount Paid”). If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the “AAA”) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract’s arbitration provisions.

Montana

Subsection 2 of Section L (Cancellation Procedures) is deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or substantial breach of duties by you relating to the Vehicle or its use.

Nebraska

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the “AAA”) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act

will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If you are not satisfied with the manner in which we are handling a claim on this Contract, you may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Pursuant to Nevada Revised Statutes 482.36662, if your Vehicle had 75,000 miles or more on the date of sale and has a weight of 14,000 pounds or less, under certain circumstances, the dealer may be required to provide a warranty which may provide coverage for up to 30 days or 1,000 miles after the date of sale, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsection 3 of Section E (Coverage) is deleted and replaced with the following:

3. **We will not reimburse you for a Mechanical Breakdown that is a Covered Repair or Covered Service under this Contract if it is also covered by a third party's warranty, insurance policy or service contract, until the limits of such third party coverage are reached, regardless of whether the third party honors its coverage obligation. We will, however, pay for repairs to any Covered Parts or Covered Services that are not covered by such third party coverage.**

Subsections 3 and 4 of Section H (Exclusions and Other Coverage Limitations) are deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, snow plowing (except as allowed under the Snow Plow Optional Surcharged Coverage when you have selected and paid for that option) or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is used commercially (except as allowed under the Business Use Optional Surcharged Coverage when you have selected and paid for that option) ♦ has aftermarket, manufacturer and/or dealer installed suspension alteration parts, non-OEM tire modifications and/or lift kits, (except as allowed under the Lift Kit/Tire Modifications Optional Surcharged Coverage when you have selected and paid for that option).**
4. **A Mechanical Breakdown or damage to a part resulting from or falling within any of the following descriptions: the Vehicle being retrofitting with aftermarket equipment to use alternative fuels ♦ your negligence or misuse ♦ improper servicing ♦ failure to perform general and safety related maintenance required or recommended by the Vehicle manufacturer ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ continued operation of the Vehicle in an overheated state ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ contamination of any fluid ♦ use of fluids and fuels that are not compatible with your Vehicle ♦ rust or corrosion ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure of a Covered Part when caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part even if caused by the failure of a Covered Part ♦ occurring when a condition exists that permits us to cancel the Contract (see Section L (Cancellation Procedures) for further details) ♦ overloading or towing beyond original equipment manufacturer specifications ♦ reverse polarity, power surges and overloaded circuits ♦ pre-existing condition.**

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request

of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us with the following documents: a transfer request form signed by you and the next owner, Vehicle maintenance records, a dealer certified Vehicle odometer reading, and copies of documents submitted to the manufacturer to effect the warranty transfer. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after a change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
 - a. Your conviction of a crime which results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
 - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
 - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
 - e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated

to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair or Covered Service within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by the following:

The arbitration provision is subject to RSA 542.

The state of New Hampshire is the jurisdiction of any civil action or arbitration proceeding in connection with this Contract.

New Jersey

The following is added to the Contract:

Section 56:8-69 of the New Jersey Revised Statute requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 90 days or 3,000 miles, whichever occurs first, for vehicles with 24,000 miles or less at the time of sale; coverage for 60 days or 2,000 miles, whichever occurs first, for vehicles with more than 24,000 miles but less than 60,000 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 60,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual duties with regard to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New Mexico

The following is added to the Contract:

Section 57-16A-3.1 of the New Mexico Statute requires a dealer to provide a warranty covering certain pre-owned motor vehicles with a weight of less than 10,000 pounds which provides coverage for up to 15 days or 500 miles after the delivery of the vehicle, whichever occurs first. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:

- a. Your conviction of a crime that results in an increase in the service required under this Contract;
- b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract; or
- d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

New York

The following is added to the Contract:

Section 198-b of the New York General Business Law requires a dealer to provide the following warranty on certain pre-owned

motor vehicles: coverage for 90 days or 4,000 miles, whichever occurs first, for vehicles with 18,001 to 36,000 miles at the time of sale; coverage for 60 days or 3,000 miles, whichever occurs first, for vehicles with 36,001 to 79,999 miles at the time of sale; and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 80,000 to 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 198-b of the New York General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the Contract term.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations are insured (guaranteed) under the contractual liability insurance policy (reimbursement insurance policy) issued by First Colonial Insurance Company, located at 1776 American Heritage Life Drive, Jacksonville, Florida 32224. You may file a claim with the insurance company directly if we fail to pay any claim or to make a refund within sixty (60) days after proof of loss has been filed with us. To do so, please call (800) 621-4871 for instructions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation, or a substantial breach of duties by you relating to the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

North Carolina

Subsections 2 and 3 of Section L (Cancellation Procedures) are

deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to business/commercial use references in service warranty contracts.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsection 3 of Section L (Cancellation Procedures) is deleted and replaced with the following:

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by

the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. However, the obligor, United States Warranty Corp. d/b/a United States Warranty Corp. of Florida (USWC) is ultimately responsible for providing those benefits or services. Any failure by Brickell Financial Services-Motor Club, Inc., or USWC to provide such benefits or services, as specified in this Contract, will be covered by USWC's reimbursement insurance policy.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

Rhode Island

The following is added to the Contract:

Section 31-5.4 of the Rhode Island General Business Law requires a dealer to provide the following warranty on certain pre-owned motor vehicles: coverage for 60 days or 3,000 miles, whichever occurs, for vehicles with 36,000 miles or less at the time of sale, and coverage for 30 days or 1,000 miles, whichever occurs first, for vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale. If your Vehicle is covered by this law, this Contract may provide you with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The dealer warranty, if required, is provided free of charge. Also, in accordance with Section 31-5.4 of the Rhode Island General Business Law, if your Vehicle is pre-owned, we will automatically extend the term of the Contract for at least the number of days your Vehicle is in the possession of the Seller or its authorized agent for Covered Repairs during the term of the Contract.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. This Contract is not insurance.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of contract service providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair or Covered Service is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
- c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
- d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or material misrepresentation by you to us, or a substantial breach of duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.
- d. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page (page 1) is not applicable in Utah and is deleted in its entirety.

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. **The replaced parts will, at our option, be new, used or remanufactured parts of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.**

Section F (Reporting a Mechanical Breakdown Claim) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed

as soon as reasonably possible.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsection 2 Section L (Cancellation Procedures) is deleted and replaced with the following:

2. We may cancel this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract ;
- c. Substantial breach of contractual duties, conditions or warranties; or
- d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years after you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Vermont

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with

the rules and provisions of its most appropriate dispute resolution program then in effect. Arbitration is binding upon the parties only if both parties agree to the arbitration process. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The fourth paragraph on the Registration Page (page 1) is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 1 (Emergency Roadside Assistance) of Section G (Additional Benefits) is amended by adding the following:

Emergency Roadside Assistance is provided by Brickell Financial Services-Motor Club, Inc. Call 1-888-491-0334 to request assistance. The administrative address is P.O. Box 830637, Birmingham, AL 35283-0637.

Subsections 2 and 3 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation by you to us;
 - b. Substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$75 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles. If cancellation is due to a total loss of the Vehicle, a processing fee will not be deducted from the refund.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid.

The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Wyoming

Subsections 2, 3 and 4 of Section L (Cancellation Procedures) are deleted and replaced with the following:

2. We may cancel this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If you fail to maintain the Vehicle as prescribed by the manufacturer;
 - c. If the odometer has been tampered with or disabled and you failed to repair or replace the odometer; or
 - d. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$75. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles using the date we discover the reason for cancellation as the cancellation date.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed or in the event of a charge-off, the lienholder/lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the lienholder/lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder/lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. Matters Concerning Disputes

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

Maintenance

Coverage:

Basic coverage

Includes lube, oil and filter change, tire rotation and multi-point inspection

Value coverage

In addition to the services included in the basic maintenance program, the customer will also receive:

- Cabin air filter replacement and engine air filter replacement every 15,000 miles
- Front and rear wiper blade replacement every 12 months

Premium coverage

In addition to the services included in the value maintenance program, the customer will also receive:

- Wheel balance and alignment every 15,000 miles
- Front brake pad replacement one time during term of the contract for terms of 36 months or greater

EV-Basic coverage

Includes tire rotation and multi-point inspection

EV-Value coverage

In addition to the services included in the EV-Basic coverage, the customer will also receive:

- Cabin air filter replacement every 15,000 miles
- Front and rear wiper blade replacement every 12 months

Premium coverage

In addition to the services included in the EV-Value coverage, the customer will also receive:

- Wheel balance and alignment every 15,000 miles
- Front brake pad replacement one time during term of the contract for terms of 36 months or greater

Terms:

1-5 year terms

Up to 75,000 miles

Benefits:

Substitute transportation

The customer will be reimbursed up to \$35 per day for a maximum of 5 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the vehicle is undergoing a covered service or if your vehicle requires repairs to any manufacturer defects that are covered by your vehicle's original equipment manufacturer's limited warranty that are performed by the repair facility.

Transfer of coverage


For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale

UNITED STATES WARRANTY CORP.

Maintenance Service Contract



A  Company

REGISTRATION PAGE

Contract Number: **UM**

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Contract Holder(s) Name				
Contract Holder(s) Address				
Contract Holder(s) Telephone	Contract Holder(s) Email (Optional)			
Seller Name			Seller Number	
Seller Address			Seller Telephone	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Coverage (check one box only)	Gas or Gas-Electric Engines:				
	<input type="checkbox"/> Basic	<input type="checkbox"/> Value	<input type="checkbox"/> Premium		
Plan (check one box only)	Electric Only Engines:				
	<input type="checkbox"/> EV Basic	<input type="checkbox"/> EV Value	<input type="checkbox"/> EV Premium		
Maintenance Service Interval (check one box only)	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
	<input type="checkbox"/> Standard	<input type="checkbox"/> Wraparound	Oil Type (check one box only)	<input type="checkbox"/> Synthetic	<input type="checkbox"/> Synthetic Blend

Contract Purchase Date	Odometer Reading at Contract Purchase Date	Deductible	<input checked="" type="checkbox"/> \$0
Term Months	Term Miles		
Contract Price	\$	Contract Expiration Date / Miles	

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR TO LEASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY COVERED SERVICES ARE PERFORMED UNDER THIS CONTRACT.

The obligor, provider and administrator is United States Warranty Corp. (CA VSCP License No. 0D12145), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566.

UNLESS MODIFIED BY SECTION 15 (STATE AMENDMENT REQUIREMENTS/DISCLOSURES), THIS CONTRACT CONTAINS A CLASS ACTION WAIVER AND BINDING ARBITRATION. ALL DISPUTES ARE RESOLVED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA). YOU MAY LEARN ABOUT THE AAA BY CALLING 800-778-7879. READ CAREFULLY SECTION 13 (ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES).

Certification: I acknowledge that: (1) I have selected and understand the Coverage indicated above; (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section 13 (Arbitration and Other Matters Concerning Disputes).

Contract Holder Signature

Date

White - Administrator • Green - Seller • Pink - Lienholder • Canary - Contract Holder • Bottom White Page(s) - Contract Holder

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the full Contract Price to obtain the Coverage selected. You may contact us by mail at P.O. Box 830637, Birmingham, AL 35283-0637, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except in Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Service is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

SECTION 1 DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Covered Service(s) means the maintenance services and related parts identified as being subject to coverage in Section 5 (Coverage) for the Coverage selected and not specifically excluded in Section 8 (Exclusions and Other Coverage Limitations).

Registration Page means the first page of this Contract containing information about this Contract, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or another licensed automotive repair facility.

You and your refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.

We, us and our refer to the obligor, provider and administrator United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (CA VSCP License No. 0D12145).

Wraparound Plan means if you select the Wraparound Plan on the Registration Page, your Vehicle has primary maintenance coverage from the original equipment manufacturer or the Seller and the Coverage you selected under this Contract is secondary coverage.

SECTION 2 YOUR RESPONSIBILITIES

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY COVERED SERVICES ARE PERFORMED. In the event of an unauthorized emergency Covered Service after normal business hours, you must submit any claim for reimbursement to us with all documentation required for processing your claim within 90 days after a Covered Service has been performed.

SECTION 3 WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends on the Contract Expiration Date/Miles or when the Contract is cancelled under the provisions of Section 12 (Contract Cancellation).

Basic, Value, Premium, EV-Basic, EV-Value and EV-Premium Coverage:

The measurement date is the Contract Purchase Date and the measurement mileage is the Odometer Reading At Contract Purchase Date. This Contract expires as soon as Term Months or Term Miles are exceeded. Example: If you purchase 60-month / 60,000 mile Basic Coverage and the Odometer Reading At Contract Purchase Date is 70,000 miles, this Contract will expire 60 months after the Contract Purchase Date or when the Vehicle's odometer indicates 130,000 miles, whichever occurs first.

The measurement date for lube, oil and filter, tire rotation, multi-point inspection, cabin air filter replacement, engine air filter replacement, front and rear wiper blade replacement, wheel balance and wheel alignment intervals is months and miles from the Odometer Reading at Contract Purchase Date except for front brake pad replacement which is one time for the duration of the Contract. Example: If you purchase Basic Coverage on January 1st, 2019 and selected Maintenance Service Interval 1 and the Odometer Reading At Contract Purchase Date is 70,000 miles, your first scheduled lube, oil and filter change would be either April 1st, 2019 or when the odometer reading on your Vehicle reaches 73,000 miles whichever occurs first.

SECTION 4 DEDUCTIBLE

Each time there is a Covered Service, the amount of the Deductible will be \$0. A Deductible does not apply to the additional benefits described in Section 7 (Additional Benefits).

SECTION 5 COVERAGE

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized Covered Service occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

- 1. We will not pay the Repair Facility for expenses that exceed the manufacturer's suggested retail price.**
2. We pay the Repair Facility directly and you will receive no monetary reimbursement under this Contract.
3. We reserve the right to inspect the Vehicle and to request proof of its ownership in the event of a claim.

Coverage is limited to the maintenance services and related parts described below:

Basic Coverage (Gas or Gas-Electric Engine): One of the following as selected on the Registration Page:

Maintenance Service Interval 1:

- Lube, Oil and Filter change every three (3) months or 3,000 miles
- Tire Rotation every six (6) months or 6,000 miles
- Multi-Point Inspection every three (3) months or 3,000 miles

Maintenance Service Interval 2:

- Lube, Oil and Filter change every four (4) months or 3,750 miles
- Tire Rotation every eight (8) months or 7,500 miles
- Multi-Point Inspection every four (4) months or 3,750 miles

Maintenance Service Interval 3:

- Lube, Oil and Filter change every five (5) months or 5,000 miles
- Tire Rotation every five (5) months or 5,000 miles
- Multi-Point Inspection every five (5) months or 5,000 miles

Maintenance Service Interval 4:

- Lube, Oil and Filter change every six (6) months or 7,500 miles
- Tire Rotation every six (6) months or 7,500 miles
- Multi-Point Inspection every six (6) months or 7,500 miles

Maintenance Service Interval 5:

- Lube, Oil and Filter change every twelve (12) months or 10,000 miles
- Tire Rotation every six (6) months or 5,000 miles
- Multi-Point Inspection every six (6) months or 5,000 miles

Value Coverage (The Coverage listed under Basic Coverage above for the Maintenance Service Interval selected on the Registration Page, plus the following):

- Cabin Air Filter Replacement every 15,000 miles
- Engine Air Filter Replacement every 15,000 miles
- Front and Rear Wiper Blade Replacement every twelve (12) months

Premium Coverage (All Coverages listed under Value Coverage above, plus the following):

- Wheel Balance every 15,000 miles
- Wheel Alignment every 15,000 miles
- Front Brake Pad Replacement one (1) time during the Term of this Contract for Term Months equal to 36 months or greater.

EV-Basic Coverage: (Electric Only Engine): One of the following as selected on the Registration Page:

Maintenance Service Interval 1:

- Tire Rotation every six (6) months or 6,000 miles
- Multi-Point Inspection every three (3) months or 3,000 miles

Maintenance Service Interval 2:

- Tire Rotation every eight (8) months or 7,500 miles
- Multi-Point Inspection every four (4) months or 3,750 miles

Maintenance Service Interval 3:

- Tire Rotation every five (5) months or 5,000 miles
- Multi-Point Inspection every five (5) months or 5,000 miles

Maintenance Service Interval 4:

- Tire Rotation every six (6) months or 7,500 miles
- Multi-Point Inspection every six (6) months or 7,500 miles

Maintenance Service Interval 5:

- Tire Rotation every six (6) months or 5,000 miles
- Multi-Point Inspection every six (6) months or 5,000 miles

EV-Value Coverage (The Coverage listed under EV-Basic Coverage above for the Maintenance Service Interval selected on the Registration Page, plus the following):

- Cabin Air Filter Replacement every 15,000 miles
- Front and Rear Wiper Blade Replacement every twelve (12) months

EV-Premium Coverage (All Coverages listed under EV-Value Coverage above, plus the following):

- Wheel Balance every 15,000 miles
- Wheel Alignment every 15,000 miles
- Front Brake Pad Replacement one (1) time during the Term of this Contract for Term Months equal to thirty-six (36) months or greater

SECTION 6 CLAIM PROCEDURES

1. Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.
2. You or the Repair Facility must contact us at 1-800-432-4566 to obtain prior authorization before any maintenance services and related parts are provided.
3. Within 90 days after the Covered Service is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

In the event of an unauthorized emergency Covered Service after normal business hours, please submit copies of an itemized,

dated repair order and paid receipt(s) to us for reimbursement within 90 days after the Covered Service is performed. Reimbursement will be made according to the terms of this Contract.

SECTION 7 ADDITIONAL BENEFITS

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

Substitute Transportation

We will reimburse you up to \$35 per day, for a maximum of 5 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while the Vehicle is undergoing a Covered Service or if your Vehicle requires repairs to any manufacturer defects that are covered by your Vehicle's original equipment manufacturer's limited warranty that are performed by the Repair Facility. **You must make your own arrangements for substitute transportation.** We will not reimburse you for substitute transportation if you are entitled to substitute transportation benefits or reimbursement from another source.

SECTION 8 EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. Services falling within or resulting from any of the following descriptions:
 - Not authorized in advance, except unauthorized emergency Covered Service performed after normal business hours as provided for in Section 6 (Claim Procedures)
 - Performed outside of either the United States, its territories and possessions, or Canada
 - Mechanical breakdown of your Vehicle or any uncovered part under this Contract before your scheduled maintenance date or the 1,000 mile/one month extension of that date
 - Constituting upgrades or changes recommended by the Repair Facility or manufacturer
 - Covered Services performed on your Vehicle that occurred more than one thousand (1,000) miles or one (1) month before or after a scheduled Maintenance Service Interval for the Coverage you selected
 - Any maintenance services and related parts not specified in Section 5 (Coverage) for the Coverage you chose
 - Adjustments and non-authorized alignments or other services
2. Losses and costs falling within or resulting from any of the following descriptions:
 - Arising from fraud, bad faith or personal injury
 - Punitive or exemplary damages
 - To property, other than as specifically covered under this Contract
 - Attorney fees and/or fines
 - Arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges
 - Your negligence or misuse
 - A mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense
 - Normal wear and tear
 - Suspension misalignment

3. **If the Vehicle falls within any of the following descriptions:**
- Is used for competitive driving, racing, snow plowing, off road, or police or emergency services
 - Is driven by multiple, unrelated drivers (such as a fleet vehicle)
 - Is used commercially
4. **Items falling within any of the following descriptions:**
- Shop supplies

SECTION 9 CLAIM APPEAL PROCESS

You may appeal a Coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 30 days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in pre-paid vehicle maintenance service contract coverage, but who were not responsible for adjudicating your claim, will review your appeal within 30 days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 30 days after our review of your appeal.

Email Address:

USW.Claimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.
P.O. Box 830637
Birmingham, AL 35283-0637
Attn: Claim Review

SECTION 10 LIMITS OF LIABILITY

The total dollar benefits paid under this Contract is limited to the Repair Facility's reasonable and customary cost of maintenance services and related parts for the Coverage you selected on the Registration Page. The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law. Upon the completion of all Maintenance Service Interval [s] for the Coverage you selected on the Registration Page, our obligations for this Contract will be considered complete, except for Additional Benefits outlined in Section 7 (Additional Benefits).

SECTION 11 CONTRACT TRANSFER

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 days after change of ownership, the transferee should notify us.

SECTION 12 CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail, fax or email P.O. Box 830637, Birmingham, AL 35283-0637, fax 954-545-5172, email USW.cancels@Protective.com. Cancellation will be effective as of the date we receive your cancellation request.
2. **We may cancel** this Contract at any time before it expires only for

one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. If the odometer has been tampered with or disabled and you failed to replace the odometer; or
 - c. You did not pay the Contract Price.
3. a. If you cancel this Contract within 30 days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract within 30 days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 days and less than 61 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - c. If you cancel this Contract more than 60 days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - d. If we cancel this Contract and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
4. We will honor the rights of the lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, the refund will be paid directly to the lienholder.
 5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

SECTION 13 ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents, our administrator and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will

be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.

3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section 9 (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

SECTION 14 GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

SECTION 15 STATE AMENDMENT REQUIREMENTS / DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

California

The following is added to the Contract:
Sales tax is prohibited in California.

The first paragraph on the Registration Page is deleted and replaced with the following:

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct

information. If we cannot obtain the correct information, we will void the Contract within 60 days of our receipt of the Registration Page and return the Contract Price to either you or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 3 of Section 5 (Coverage) is deleted and replaced with the following:

3. We reserve the right to inspect the Vehicle and to request proof of its ownership in the event of a claim. Any inspection will be performed within 3 business days.

Subsections 2 and 3 of Section 12 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
 - b. The refund is paid within 30 days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
- If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you cancel this Contract within 60 days of the Contract Purchase Date and have not incurred a claim, we will refund the full amount of the Contract Price paid by you.
- b. If you cancel this Contract within 60 days of the Contract Purchase Date and have incurred a claim, a refund will be made by us calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If you cancel this Contract more than 60 days after the Contract Purchase Date, a refund will be made by us, minus a processing fee of 10% of the refund amount or \$25, whichever fee is less.

The refund will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

- d. If we cancel this Contract and you have not incurred a claim, we will refund the full amount of the Contract Price paid by you. If a claim has been incurred, a refund will be made by us calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

Section 13 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

13. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Tire & wheel protection plans

Coverage:

Tire plan

This plan covers each auto tire on which they are mounted for the usable tread life of the tire, which becomes unserviceable as a result of a road hazard.

Tire & wheel plan

This plan covers each auto tire and wheel on which they are mounted for the usable tread life of the tire, which becomes unserviceable as a result of a road hazard.

Road hazard is defined as debris on the road surface or road surface conditions, such as potholes, cracks and breaks.

Tire & wheel with cosmetic repair coverage

In addition to the tire & wheel plan, this plan will provide for the limited repair of cosmetic surface damage to any covered alloy wheel due to a road hazard.

Eligibility:

Available for most new and used vehicles

Deductibles:

\$0

Terms:

2 - 5 year terms

Benefits:

Towing and flat tire allowance

The customer will be reimbursed up to \$100 per incident for towing assistance or flat tire replacement expenses incurred if your vehicle becomes inoperable due to damage to tire(s) and/or wheel(s) from a road hazard (regardless of whether it results in a covered repair).

Substitute transportation

We will reimburse you up to \$50 per day, for a maximum of 2 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation.

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale

Tire & Wheel Service Contract

United States Warranty Corp.



A Protective Company

Contract Number: **RAU**

REGISTRATION PAGE

VIN Number	Vehicle Information	Year	Make	Model
Contract Holder(s) Name				
Contract Holder(s) Address				
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)		
Seller Name			Seller Telephone	
Seller Address			Seller Number	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Coverage (check one box only) Tire Tire & Wheel Tire & Wheel with Cosmetic Repair

Contract Purchase Date	Odometer Reading at Contract Purchase Date	Deductible	<input checked="" type="checkbox"/> \$0
Term Months		Contract Expiration Date	
Contract Price	\$		

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE. SOME OF THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS OR IMPLIED WARRANTIES THAT MAY ACCOMPANY THE PURCHASE OF THE VEHICLE.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE UNDER THIS CONTRACT.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002 and CA VSCP License No. 0D12145), P.O. Box 1967, Pompano Beach, FL 33061, 1-800-432-4566.

Certification: I acknowledge that: (1) I have selected and understand the Coverage indicated above; (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes) requiring the parties to this Contract to submit any claims arising from or relating to this Contract to binding arbitration; and (3) you and your affiliated companies may send information about this Contract and promotions to my e-mail address, if provided.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS CONTRACT

Contract Holder Signature _____

Date _____

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the coverage selected. You may contact us by mail at P.O. Box 1967, Pompano Beach, FL 33061, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except in Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

SECTION A DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page.

1. **Cosmetic Damage** means repairable scrapes, scuffs, scratches or abrasions on the surface of a manufacturer's brushed or painted alloy wheel.
2. **Covered Part(s)** means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).
3. **Covered Repair** means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.
4. **Registration Page** means the first page of this Contract containing information about this Contract, you and the Vehicle.
5. **Repair Facility** means any licensed automotive repair facility operated by the Seller or an independent provider.
6. **Road Hazard** means a condition on public, paved streets while driving in a legal manner such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, causing damage to the tire(s) and/or wheel(s) attached to your Vehicle.
7. **You and your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.
8. **We, us and our** refer to the obligor, provider and administrator United States Warranty Corp. (USWC), P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (Florida License No. 60002 and CA VSCP License No. 0D12145)

SECTION B YOUR RESPONSIBILITIES

You have the responsibility to properly maintain the tires on your Vehicle as recommended by the tire manufacturer and/or manufacturer of your Vehicle and perform all manufacturer recommended and preventive maintenance including alignments, rotations and balancing, and to reasonably protect the Vehicle from further damage when one or more parts fail. You have the responsibility to maintain records of maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in Section F (Claim Procedures), and to cooperate fully with our reasonable requests to examine maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. You have the responsibility to see that your tires are maintained

and operated at the proper inflation pressures. Check the air pressure of each tire, including the spare, at least monthly when the tires are cool. It is your responsibility to replace any tire when the tread depth, at its lowest point, reaches 2/32 of an inch. In the event of an unauthorized after normal business hours repair, you must submit any claim for reimbursement to us with all documentation required for processing your claim within 90 days after a Covered Repair has been performed. If a higher priced tire or wheel is accepted as a replacement, the difference in price will be your responsibility. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.

SECTION C WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends on the Contract Expiration Date or when the Contract is cancelled under the provisions of Section L (Contract Cancellation).

SECTION D DEDUCTIBLE

Each time there is a Covered Repair, the amount of the Deductible will be \$0. A Deductible does not apply to the additional benefits described in Section G (Additional Benefits).

SECTION E COVERAGE

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of damage from a Road Hazard or from Cosmetic Damage occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
2. We reserve the right to inspect the Vehicle, including its tires and/or wheels, and its maintenance records, and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.
3. Any tire(s) and/or wheel(s) replaced on your Vehicle due to damage from a Road Hazard will be treated as a Covered Part(s) until this Contract expires or is cancelled.

Coverage is limited to the parts and other items described below:

Tire Coverage: Repair or if non-repairable replace each tire attached to your Vehicle with a tread depth of 3/32 of an inch or more due to damage from a Road Hazard. The replacement tire is limited to the same tire as the Vehicle's original equipment manufacturer's tire or a comparable tire of like kind and quality if the original equipment manufacturer's tire is not available or out of production.

The repair or replacement of a tire will include the following as applicable: mounting, balancing, wheel weights, valve stems, patches/patch plugs and taxes required to complete a Covered Repair.

Tire & Wheel Coverage (All Coverages listed under Tire Coverage, plus the following): Repair or if non-repairable replace each wheel attached to your Vehicle that will not seal or hold air after a tire is repaired or replaced due to a Road Hazard. The replacement wheel is limited to the same wheel as the Vehicle's original equipment manufacturer's wheel or a comparable wheel of like kind and quality if the original equipment manufacturer's wheel is not available or out of production.

Tire & Wheel with Cosmetic Repair Coverage (All Coverages listed under Tire & Wheel Coverage above, plus the following): Repair each alloy wheel attached to your Vehicle due to Cosmetic Damage caused by a Road Hazard. Coverage is limited to your

Vehicle's original equipment manufacturer alloy wheel or a comparable replacement alloy wheel of like kind and quality installed on the Vehicle. Wheels will not be replaced or remanufactured if Cosmetic Damage is not repairable. Wheels on your Vehicle will not be replaced or remanufactured if a Cosmetic Damage repair results in a repaired wheel that does not exactly match the color and/or texture of the other wheels attached to your Vehicle. We retain the authority to determine whether Cosmetic Damage can be repaired.

SECTION F CLAIM PROCEDURES

1. **Take immediate action to prevent further damage to the tire(s) and/or wheel(s) attached to your Vehicle.**
2. **Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.**
3. **You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**
4. **Authorize disassembly of the tire and/or wheel attached to your Vehicle if disassembly is necessary to diagnose the cause of the reported Road Hazard or Cosmetic Damage and/or the cost of repairs. You will be responsible for any disassembly charges if the repairs are not Covered Repairs.**
5. **If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.**
6. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

In the event of an unauthorized emergency repair performed outside of normal business hours, please submit copies of an itemized, dated repair order and paid receipt(s) to us for reimbursement within 90 days after the Covered Repair is performed. Reimbursement will be made according to the terms of this Contract.

SECTION G ADDITIONAL BENEFITS

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. **Towing/Flat Tire Allowance:** Towing/Flat Tire allowance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable due to damage to tire(s) and/or wheel(s) from a Road Hazard (regardless of whether it results in a Covered Repair). This allowance comprises towing service and flat tire replacement using the Vehicle's inflated spare. We will reimburse you up to \$100 per incident for towing assistance or flat tire replacement expenses incurred. **You must make your own arrangements for towing and flat tire replacement assistance.**
2. **Substitute Transportation:** We will reimburse you up to \$50 per day, for a maximum of 2 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation. We will reimburse you for one day of substitute transportation expenses if it takes a Repair Facility 8 or more hours to complete a Covered Repair, and 2 days if the Vehicle is kept overnight to complete a Covered Repair. **You must make your own arrangements for substitute transportation.** We will not reimburse you for substitute transportation if a Covered Repair takes less than 8 hours to complete or to the extent you are entitled to substitute transportation benefits or reimbursement from another source. Substitute transportation is not available for repairs solely for Cosmetic Damage.

SECTION H EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. **Repairs or replacements falling within or resulting from any of the following descriptions:**
not authorized in advance, except unauthorized emergency repairs performed outside of normal business hours as provided for in Section F (Claim Procedures) ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ constituting upgrades or changes recommended by the Repair Facility or manufacturer ~ repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Road Hazard or Cosmetic Damage has not occurred ~ Cosmetic Damage repair to wheels that are dented, cracked or bent as a result of a Road Hazard ~ Cosmetic Damage repairs resulting in colors or textures that don't exactly match your alloy wheel with an identical color or texture on your Covered Repair alloy wheel due to aging and variances in alloy wheel color and texture ~ Cosmetic Damage repair to steel, chrome and chrome simulation wheels.
2. **Losses and costs falling within or resulting from any of the following descriptions:**
arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel With Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.
3. **If the Vehicle falls within any of the following descriptions:**
is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially ~ is overloaded.
4. **Parts, services and items falling within any of the following descriptions:**
carbon fiber wheels ~ tires with a tread depth less than 3/32 of an inch ~ tire and/or wheel accessories ~ temporary space-saver tire and wheel ~ hubcaps, center caps, and/or wheel covers ~ Tire Pressure Management System (TPMS) repair or replacement ~ nitrogen filling for tires ~ retreaded or tubed tires ~ racing and/or Non-D.O.T. (Department of Transportation) approved tires ~ wheel Locks ~ paint, except to complete a Covered Repair ~ any part(s), repairs or services not specified in Section E (Coverage) for the Coverage you chose ~ wheels or tires transferred from your Vehicle to another motor vehicle ~ adjustments and alignments ~ shop supplies ~ lubricants (except to complete a Covered Repair)

~ seasonal snow tire mount or removal ~ incorrect tire and/or wheel mounting, imbalance or improper repairs ~ any other items subject to scheduled and/or routine maintenance or wear damage ~ not specified in Section E (Coverage).

SECTION I CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in tire and wheel service contract coverage, but who were not responsible for adjudicating your claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USWclaimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.
P.O. Box 1967, Pompano Beach, FL 33061
Attn: Claim Review

SECTION J LIMITS OF LIABILITY

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

SECTION K CONTRACT TRANSFER

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

SECTION L CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

P.O. Box 1967, Pompano Beach, FL 33061
Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- Material misrepresentation or fraud by you with regard to the Contract;
- You fail to maintain the Vehicle as prescribed by the manufacturer; or
- You did not pay the Contract Price.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.

b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.

5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

SECTION M ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**

2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.

3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an

insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SECTION N GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

SECTION O STATE AMENDMENT REQUIREMENTS/DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we

will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Alaska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 3 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially ~ is overloaded.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
 - c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - d. You commit a substantial breach of duties related to the Vehicle; or
 - e. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract or in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 7.5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty, based on the

Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty, based on the unearned Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

Subsection 2 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. Losses and costs falling within or resulting from any of the following descriptions:

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by

the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel With Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

9. **Punitive damages** means those imposed to punish a wrongdoer and to deter others from similar conduct.
10. **Exemplary damages** means those awarded in addition to actual damages.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

The California license number for United States Warranty Corp. dba USWC, Inc., is 0D12145.

This Contract does not cover pre-existing conditions and damages.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400,

St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- e. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive

the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

District of Columbia

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The Florida License number for United States Warranty Corp. is 60002.

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

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel this Contract** within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the Amount Paid, less any claims paid and a processing fee of 5% of the Amount Paid or \$75, whichever fee is less.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 2 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. Losses and costs falling within or resulting from any of the following descriptions:

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage known to you ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel With Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

- a. The written notice must state the effective date of cancellation;
- b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
- c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.

If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid

will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section L (Contract Cancellation) is deleted and

replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Illinois

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.

P.O. Box 1967, Pompano Beach, FL 33061

Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Indiana

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Registration Page for the Administrator's address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Louisiana

The following is added to the Contract:

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

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Maine

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

If a Road Hazard or Cosmetic Damage that is a Covered Repair occurs and is reported during the term of your Contract, we will process and adjudicate the claim in accordance with the terms and conditions of the Contract even if the Contract expires or is cancelled prior to a Covered Repair being completed.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Massachusetts

The following is added to the Contract:

This Contract does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Minnesota

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Five days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the

Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Mississippi

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A material misrepresentation by you to us;
 - b. A substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF

EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

1. **IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**
2. **SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENTS AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
3. **IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.**
4. **IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR**

APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.

5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days

after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.
P.O. Box 1967, Pompano Beach, FL 33061
Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nebraska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a

claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
 - a. Your conviction of a crime which results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
 - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
 - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
 - e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

New Jersey

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days

- after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Mexico

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
 - a. Your conviction of a crime that results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
 - d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount

Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

North Carolina

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.

Ohio

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim

arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467.

This Contract is not insurance.

This Contract does not cover pre-existing conditions.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. The Vehicle's odometer does not accurately indicate actual miles driven because it was disconnected, altered, tampered with or not promptly repaired;
 - b. The Vehicle is used in a manner not covered under this Contract (see Section H. Exclusions and Other Coverage Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
 - c. The Vehicle's manufacturer-installed truck bed has been replaced with a substitute truck bed or other parts or equipment, the Vehicle has a branded title or the Vehicle's rating exceeds one ton; or
 - d. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Price, a material misrepresentation, or a substantial breach of duties.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount

Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- d. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid

will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page is not applicable in Utah and is deleted in its entirety.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Section F (Claim Procedures) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation;
 - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
 - c. Substantial breach of contractual duties, conditions or warranties; or
 - d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER

JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation by you to us;
 - b. Substantial breach of duties by you relating to the Vehicle or its use; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused

Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. In the event of a total loss of the Vehicle, you may cancel this Contract and we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Wyoming

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we

will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed, the Lienholder or Lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the Lienholder or Lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the Lienholder or Lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

GAP (Guaranteed Asset Protection)

Coverages:

150% of the original MSRP (new) or NADA (used).
Covers insurance deductible up to a maximum of \$1,000

Terms:

1-84 months

Eligibility:

If the finance agreement is in a business name, a cosigner must be listed
Vehicles less than 15,000 pounds gross vehicle weight
Commercial usage is not available on FMCC contracts

GUARANTEED ASSET PROTECTION (GAP) ADDENDUM

INFORMATION PAGE

ADDENDUM NO. PNT

DEALER/CREDITOR NAME		ADDRESS	
DEALER/CREDITOR NUMBER	FINANCING AGREEMENT DATE (GAP EFFECTIVE DATE)	DATE VEHICLE PURCHASED/LEASED	
CUSTOMER/BORROWER NAME		CUSTOMER/BORROWER PHONE	
ADDRESS			
VIN (17 CHARACTERS)	YEAR / MAKE / MODEL		
FINANCIAL INSTITUTION/LENDER		ADDRESS	
PHONE	TERM (MONTHS) (CANNOT EXCEED 84 MONTHS)	AMOUNT FINANCED OR LEASED (CANNOT EXCEED \$100,000)	
<input type="checkbox"/> LOAN/RETAIL INSTALLMENT <input type="checkbox"/> LEASE <input type="checkbox"/> BALLOON			APR
DOWN PAYMENT	MSRP/N.A.D.A.		GAP ADDENDUM PURCHASE PRICE
VEHICLE TYPE	<input type="checkbox"/> AUTO - PP <input type="checkbox"/> MOTORCYCLE / <input type="checkbox"/> NEW <input type="checkbox"/> PREOWNED		ODOMETER READING
CUSTOMER/BORROWER EMAIL ADDRESS	Email address is optional; if provided, we may send You information about Your GAP Addendum or about promotions from us or our affiliated companies.		

This GAP Addendum amends the Financing Agreement and is not effective for a single payment loan or lease, if the Amount Financed or Leased exceeds \$100,000, if the Term exceeds 84 months, or if the Vehicle has a Branded Title. This GAP Addendum is only available if the Vehicle is a four wheeled private passenger car, van, pickup or light truck with a gross vehicle weight rating (GVWR) of 12,500 lbs. or less, or a 3 wheel cycle, cruiser or touring type motorcycle listed in the National Automotive Dealer Association (NADA) Motorcycle Appraisal Guide.

No GAP Benefit will be provided for that portion of the net payoff that results from the Amount Financed or Leased exceeding 150% Loan-To-Value. If at the time a GAP Benefit is requested it is determined that the Loan-To-Value exceeded 150% on the GAP Effective Date, the GAP Benefit will be adjusted by subtracting the amount by which the Loan-To-Value exceeded 150%.

This GAP Addendum is not automobile insurance and does not satisfy financial responsibility laws. **The GAP Benefit might not cancel the entire amount owing at the time of loss.** Any refund of the GAP Addendum Purchase Price that was included in the purchase and financing of the Vehicle may be applied by the Dealer/Creditor as a reduction of the overall amount owed under the Financing Agreement. If You or the assigned Financial Institution/Lender do not receive Your refund, please call 866-247-4412.

PURCHASE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, OR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF GAP.

This GAP Addendum will cost You the amount shown as the GAP Addendum Purchase Price above for the Term shown above. You may obtain GAP from alternate sources.

Your signature acknowledges that You request this GAP Addendum and have read and understand the foregoing, the terms and conditions of this GAP Addendum, including any exclusions and restrictions, and any attachments.

DEALER/CREDITOR: _____
Dealership Name

CUSTOMER/BORROWER: _____
Print Name

Signature _____ Date _____

Signature _____ Date _____

CO-CUSTOMER/BORROWER: _____
Print Name

Signature _____ Date _____

PROGRAM ADMINISTRATOR: UNITED STATES WARRANTY CORP.

22 Northeast 22nd Avenue • Pompano Beach, Florida 33062 • 866-247-4412

Top White—Program Administrator • Green—Lienholder • Canary—Dealer • Pink—Customer • Bottom White Page(s)—Customer

1. DEFINITIONS

For the purpose of this GAP Addendum, the following definitions shall apply:

Actual Cash Value means: (a) for an automobile, the clean retail value, or (b) for a motorcycle, the average retail value on the Date Of Loss prior to its physical damage or theft determined utilizing the applicable NADA Official Guide, adjusted for mileage and equipment, or, if no NADA value is available, using other available industry information.

Actual Payoff Balance means the payoff balance provided by the assigned Financial Institution/Lender as of the Date Of Loss minus any and all unearned finance or lease charges, late charges, Delinquent Payment(s) and any amount added to the balance after the inception date of the Financing Agreement.

Branded Title means any certificate of ownership that is or has been declared as defective. This may include, but is not limited to, notations of salvage, rebuilt, flood, or lemon law buyback.

Commercial Use means the use of the Vehicle for transportation of persons or property for hire, compensation, or profit or in the furtherance of a business enterprise.

Constructive Total Loss means the direct and accidental loss of or damage to the Vehicle: (a) resulting in the inability to repair the Vehicle due to the severity of the damage, as determined by the Primary Carrier or, if no Primary Carrier insures the Vehicle, the cost to repair the Vehicle exceeds 70% of the Vehicle's Actual Cash Value; or (b) due to an Unrecovered Theft.

Date Of Loss means the exact day on which the Vehicle is reported stolen or incurs physical damage that is severe enough to be deemed a Constructive Total Loss.

Delinquent Payment(s) means any payment (including payments deferred by the Dealer/Creditor) as described in the Financing Agreement, which remains unpaid for a period of more than 15 days after the due date stated in the Financing Agreement.

Family Members means persons related to You by blood, marriage or adoption, including a step child, ward child, foster child, or other dependent or a member of the same household.

Financing Agreement means the contract that represents the written understanding between the Dealer/Creditor and You for the purchase or lease of the Vehicle and which contains the terms, conditions, inception date, and expiration date of the contract.

GAP Benefit means the amount that may be cancelled under the terms of this GAP Addendum if the Vehicle is deemed a Constructive Total Loss.

Limited Coverage means the physical damage or theft coverage in place by the Primary Carrier and/or any other insurer that provides reduced benefit limits and/or claim payments resulting in settlements that are less than the full value of the Vehicle (without regard to the deductible) on the Date Of Loss.

Loan-To-Value means: (a) if the Vehicle is purchased new, the percentage determined by dividing: (i) the total amount financed according to the Financing Agreement, less the purchase price paid for any financed cancellable products, such as credit insurance, vehicle service contract or pre-paid maintenance agreement, by (ii) the Manufacturer's Suggested Retail Price (MSRP); or (b) if the Vehicle is purchased pre-owned, the percentage determined by dividing: (i) the total amount financed according to the Financing Agreement, less the full purchase price of any cancellable products, such as credit insurance, vehicle service contract or pre-paid maintenance agreement, by (ii) the applicable NADA Official Guide clean retail value for an automobile or average retail value for a motorcycle as of the GAP Effective Date.

Primary Carrier means the insurance company providing the physical damage and theft coverage on the Vehicle (including Limited Coverage) or the insurance carrier liable for the Constructive Total Loss of the Vehicle.

Scheduled Payoff Balance means: (a) for a loan, the total amount outstanding determined by an amortization schedule as of the Date Of Loss; or (b) for a lease, the remaining payments owed, plus the residual value, as of the Date Of Loss. The amortization schedule for

loans and total amount outstanding for leases is based on the original terms of the Financing Agreement and assumes all payments were made on the due date.

Unrecovered Theft means the Vehicle is stolen and not recovered within 30 days after the Date Of Loss.

Vehicle means the vehicle described on the Information Page.

You or **Your** means the Customer/Borrower listed on the Information Page of this GAP Addendum.

2. GAP BENEFIT PROCEDURE

To obtain a GAP Benefit, You must make a request for a GAP Benefit to the Program Administrator at the address or phone number listed below.

A REQUEST FOR A GAP BENEFIT MUST BE MADE WITHIN 90 DAYS OF THE LATER TO OCCUR OF: (A) THE DATE OF THE PRIMARY CARRIER'S CONSTRUCTIVE TOTAL LOSS SETTLEMENT CHECK; OR (B) THE DATE OF LOSS.

Within 90 days after You make a request for a GAP Benefit, You must submit the following to the Program Administrator at the mailing address, email address or fax number listed below:

- A. Your copy of this GAP Addendum.
- B. A copy of any settlement statement from the Primary Carrier, including a copy of the settlement check, insurance valuation report, worksheet explaining how the settlement amount was calculated, the Date Of Loss and Your deductible.
- C. A copy of the police report, or, if no police report is available, a sworn statement indicating no police report was filed, the Date Of Loss, a detailed description of the loss, and Vehicle information, including the Vehicle Identification Number.
- D. A copy of the Financing Agreement.
- E. A statement from the assigned Financial Institution/Lender showing the net payoff and a complete payment history as of the Date Of Loss.
- F. A copy of the documents indicating the refund amounts for any items financed in the Financing Agreement.
- G. A completed GAP Addendum Benefit Form, obtained from the Program Administrator.
- H. Any documentation reasonably requested by the Program Administrator to determine whether You are entitled to a GAP Benefit amount, including documentation evidencing the outcome of legal proceedings, to determine whether a Constructive Total Loss or Unrecoverable Theft of Your Vehicle resulted directly or indirectly from any criminal or illegal act committed by You, Your Family Members, employees, agents or anyone acting with Your consent.

ALL DOCUMENTS LISTED ABOVE MUST BE RECEIVED WITHIN 90 DAYS FROM THE DATE YOU MAKE A REQUEST FOR A GAP BENEFIT. THE PROGRAM ADMINISTRATOR WILL NOT OBTAIN THIS DOCUMENTATION FOR YOU. IF IT IS NOT POSSIBLE TO OBTAIN ANY REQUIRED DOCUMENTS WITHIN THE 90 DAY PERIOD YOU MUST SUBMIT SUCH DOCUMENTS AS SOON AS REASONABLY PRACTICABLE AFTER THEY BECOME AVAILABLE. FAILURE TO SUBMIT ALL DOCUMENTS IN A TIMELY MANNER WILL RESULT IN DENIAL OF THE GAP BENEFIT.

You may make a request for a GAP Benefit and submit required documentation to the Program Administrator by mail, email or phone to any of the following:

Mail: United States Warranty Corp.
22 NE 22nd Avenue
Pompano Beach, FL 33062

Email: gapclaims@uswarranty.com Phone: 866-247-4412

Any questions can be directed to the Program Administrator at 866-247-4412.

3. GAP BENEFIT CALCULATION

The GAP Benefit cancels all or a portion of the amount owing under the Financing Agreement and, subject to the remaining provisions of this GAP Addendum, is the lesser of the Scheduled Payoff Balance or the Actual Payoff Balance on the Date Of Loss minus:

- A. Any refunds available on the other items financed in the Financing Agreement;
- B. The amount of Your Primary Carrier insurance deductible that exceeds \$1000, if applicable;
- C. The amount of the Constructive Total Loss settlement made by the Primary Carrier or, if no Primary Carrier exists, the Primary Carrier has been declared insolvent, or the Primary Carrier's Constructive Total Loss settlement was reduced due to Limited Coverage, the Actual Cash Value;
- D. Any amount by which the Constructive Total Loss settlement made by the Primary Carrier has been decreased because of prior damage remaining unrepaired at the time of a Constructive Total Loss, the value of owner retained salvage, towing fees, inspection fees, storage charges or any other deductions; and
- E. The amount, if any, by which the Loan-To-Value on the GAP Effective Date exceeded 150%.

The maximum GAP Benefit shall not exceed \$50,000. The GAP Benefit will only apply one time for the Vehicle.

4. OTHER EXCLUSIONS AND RESTRICTIONS

This GAP Addendum will not provide a GAP Benefit for:

- A. Losses that occurred prior to the GAP Effective Date, including prior losses resulting in a Branded Title.
- B. Losses involving an act where You, Your Family Members, employees, agents or anyone acting with Your consent damage the Vehicle intentionally causing a Constructive Total Loss.
- C. A request for a GAP Benefit involving or arising from misrepresentation of facts, falsification of documents, fraudulent or dishonest act(s), repossession, or legal confiscation of the Vehicle by a public official.
- D. Losses resulting directly or indirectly from any criminal or illegal act committed by You, Your Family Members, employees, agents or anyone acting with Your consent.
- E. Losses to the Vehicle if it is part of a fleet intended for use as a public livery conveyance, or resulting from Commercial Use.
- F. A request for a GAP Benefit in the absence of a Constructive Total Loss.
- G. Losses resulting from any repair, restoration, alterations, modification, or remodeling process.
- H. Losses occurring outside of the United States or Canada and their territories or possessions.
- I. Losses resulting from the Vehicle being operated, used, or maintained in any race, speed contest, or other contest.
- J. Losses to Your personal property.
- K. Losses resulting from wear and tear, freezing, mechanical or electrical breakdown or failure.

Assignment of the Financing Agreement by the Dealer/Creditor shall not in any way affect the amendment of the Financing Agreement provided for in this GAP Addendum. This GAP Addendum is transferable if there is a transfer of equity.

If there is any other coverage for the Vehicle, this GAP Addendum shall be considered excess and will not apply or contribute to the payment of any loss until all benefits under the other coverages have been exhausted.

5. EARLY TERMINATION AND REFUND

If a GAP Benefit has not been provided under this GAP Addendum, You may voluntarily terminate this GAP Addendum early and will be

entitled to a refund, as detailed below. The termination date will be the date the Program Administrator receives Your written termination notice. This GAP Addendum will be deemed terminated early if any of the original Financing Agreement terms are changed or altered, the original Financing Agreement is refinanced, or the Financing Agreement is paid off early. The deemed termination date will be the date of the event that caused the deemed early termination.

If You voluntarily terminate this GAP Addendum in accordance with the provisions herein within 30 days after the GAP Effective Date, You will be entitled to a full refund of the GAP Addendum Purchase Price. In all other situations where there is a voluntary or deemed early termination, You will be entitled to a partial refund determined by the pro-rata method, less a \$50 cancellation fee. (Cancellation Fee does not apply to Ford Motor Credit Company addendums.) Any refund will be applied to the Financing Agreement if there is an amount still outstanding or, if there is no amount outstanding, any refund will be paid to You by the Program Administrator or the Dealer/Creditor.

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

If the Vehicle is repossessed, the assigned Financial Institution/Lender on the Information Page is authorized to initiate cancellation and receive the refund, as the sole payee.

6. PROGRAM ADMINISTRATOR AS INTENDED BENEFICIARY

The Program Administrator is an intended beneficiary of any arbitration provision and jury waiver provision in the Financing Agreement.

7. STATE AMENDMENTS

If this GAP Addendum was purchased in one of the following states, it is amended to comply with the requirements for that state set forth below:

Alabama – The following is added to this GAP Addendum:

The cost of this GAP Addendum is not regulated and You should determine whether the cost of the GAP Addendum is reasonable in relation to the protection afforded by this GAP Addendum.

The third and fourth paragraphs in Section 5, EARLY TERMINATION AND REFUND, are deleted and replaced with the following:

If You voluntarily terminate this GAP Addendum in accordance with the provisions herein within 30 days after the GAP Effective Date, You will be entitled to a full refund of the GAP Addendum Purchase Price. In all other situations where there is a voluntary or deemed early termination, You will be entitled to a partial refund determined by the pro-rata method, less a \$50 cancellation fee. (Cancellation Fee does not apply to Ford Motor Credit Company addendums.) In the event of a deemed early termination due to early termination of the Financing Agreement, the refund will be made within 60 days of termination. Any refund will be applied to the Financing Agreement if there is an amount still outstanding or, if there is no amount outstanding, any refund will be paid to You by the Program Administrator or the Dealer/Creditor.

In the event of a voluntary termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name, address and the Financing Agreement number. If you have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. In the event of a deemed early termination due to early termination of the Financing Agreement, a refund will be made

without requiring written notice from You.

You may not start a legal action or other proceeding for a refund until 60 days after: (a) the date the Dealer/Creditor or Program Administrator received Your written notice in accordance with this section, in the event of a voluntary termination; or (b) the date of the event that caused the deemed early termination.

Florida – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Georgia – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Illinois – Section 3, GAP BENEFIT CALCULATION, is amended to delete subsection B. and replace it with the following:

- B. For a loan, the amount of Your Primary Carrier insurance deductible that exceeds \$1,000, if applicable, or, for a lease, the amount of Your Primary Carrier insurance deductible.

Kansas – The following is added to this GAP Addendum:

Consumers with questions or complaints may contact the Office of the State Bank Commissioner, 700 S.W. Jackson, #300, Topeka, KS 66603, 785-296-2266 or 877-387-8523.

The definition of Actual Cash Value in Section 1, DEFINITIONS, is deleted and replaced with the following:

Actual Cash Value means the value of the Vehicle on the Date of Loss, prior to its physical damage or theft, as determined by the Primary Carrier, or, if no Primary Carrier exists, the Primary Carrier has been declared insolvent or the Primary Carrier's Constructive Total Loss Settlement was reduced due to Limited Coverage, Actual Cash Value means: (a) for an automobile, the clean retail value; or (b) for a motorcycle, the average retail value on the Date Of Loss prior to its physical damage or theft determined utilizing the applicable NADA Official Guide, adjusted for mileage and equipment or, if no NADA value is available, using other available industry information.

Subsection C. of Section 3, GAP BENEFIT CALCULATION, is deleted and replaced with the following:

- C. The Actual Cash Value;

Section 5, EARLY TERMINATION AND REFUND, is amended to delete the \$50.00 cancellation fee.

Michigan – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/

Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Minnesota – The following is added to this GAP Addendum:

THE GAP WAIVER IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY OR LEASE THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL.

This GAP Addendum is not effective for pre-owned cars and trucks with an NADA clean retail value of less than \$5,000.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Mississippi – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Missouri – Section 5, EARLY TERMINATION AND REFUND, is amended to delete the \$50.00 cancellation fee.

Montana – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received

Your written notice in accordance with this paragraph.

Nebraska – The following is added to this GAP Addendum:

This GAP Addendum is not insurance and is not regulated by the Nebraska Department of Insurance.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Nevada – The following is added to this GAP Addendum:

INSURANCE REQUIREMENTS; LATE PAYMENTS

This GAP Addendum is not a policy of liability or casualty insurance and does not satisfy the requirement to maintain liability insurance pursuant to NRS 485.185. Failure to make a timely payment under the terms of the Financing Agreement may void this GAP Addendum.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

New Hampshire – The following is added to this GAP Addendum: The initial Dealer/Creditor may assign this GAP Addendum with the Financing Agreement to a sales finance company or other assignee.

Subsection B. of Section 3, GAP BENEFIT CALCULATION, is deleted and replaced with the following:

- B. For a loan, the amount of Your Primary Carrier insurance deductible that exceeds \$1000, if applicable or, for a lease, the amount of Your Primary Carrier insurance deductible;

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

New Jersey – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

North Carolina – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Oregon - The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name, address and the Financing Agreement number. If you have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412.

You may not start a legal action or other proceeding for a refund until 60 days after: (a) the date the Dealer/Creditor or Program Administrator received Your written notice in accordance with this section, in the event of a voluntary termination; or (b) the date of the event that caused the deemed early termination.

Rhode Island – The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

South Carolina – The following is added to this GAP Addendum:

THIS GAP ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE

ADDITIONAL COST.

This GAP Addendum does not take the place of collision, comprehensive, or any other form of insurance on the Vehicle.

This GAP Addendum is not effective unless the Amount Financed, less the GAP Addendum Purchase Price and the cost of credit insurance and service contracts, is at least 80% of the manufacturer's suggested retail price if the Vehicle is new or NADA average retail value if the Vehicle is pre-owned.

Section 5, EARLY TERMINATION AND REFUND, is amended to delete the \$50.00 cancellation fee.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Tennessee – The following is added to this GAP Addendum:

The cost of this GAP Addendum is not regulated. It is Your responsibility to determine whether the cost of this GAP Addendum is reasonable in relation to the protection afforded.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Vermont – Section 5, EARLY TERMINATION AND REFUND, is amended to delete the \$50.00 cancellation fee.

Washington – The following is added to this GAP Addendum:

This GAP Addendum is not credit insurance, nor does it eliminate the Customer/Borrower's obligation to insure the Vehicle as provided by the laws of Washington. Purchasing a GAP Addendum does not eliminate the Customer/Borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of Washington.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days

after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

West Virginia – The following is added to this GAP Addendum:

Once a request for a GAP Benefit has been made, and until such time as the request for a GAP Benefit is resolved, this GAP Addendum shall not be terminated or cancelled, nor shall a request for a GAP Benefit be denied solely due to Your failure to make monthly payments owed for the GAP Addendum Purchase Price.

The fourth paragraph in Section 5, EARLY TERMINATION AND REFUND, is deleted and replaced with the following:

In the event of a voluntary or deemed early termination, the Dealer/Creditor has no responsibility to process a refund until the Dealer/Creditor or Program Administrator receives written notice from You. Your written notice should include Your name and address, the Financing Agreement number, the reason for the early termination, and the date of the event (if the termination was not voluntary). If You terminate this Addendum due to early termination of the Financing Agreement, Your written notice must be provided within 90 days of the event terminating the Financing Agreement. If You have any questions about how to provide written notice, contact the Dealer/Creditor or call the Program Administrator at 866-247-4412. You may not start a legal action or other proceeding for a refund until 60 days after the Dealer/Creditor or Program Administrator has received Your written notice in accordance with this paragraph.

Theft Guard

Products:

Etch:

Window etching is a process by which a chemical solution is used to permanently etch code numbers into each window of a vehicle.

Body labels:

Labeling system affixing a unique identifier on hidden areas of the body of the vehicle.

Coverages:

\$3000 or \$5000

Deductible:

\$0

Terms:

3 or 5 years

Benefits*:

Car rental:

If the covered vehicle is stolen, the customer may be eligible for rental car reimbursement. The maximum amount is \$35 per day with a maximum of \$700 dollars over the life of the contract.

Trip interruption:

If the covered vehicle is stolen more than 100 miles from the customer's permanent residence and prior to their destination, the customer will be reimbursed up to \$100 per day for a maximum of \$300 for lodging and meals or up to \$300 for one-way transportation to the customer's residence.

Towing reimbursement:

If the covered vehicle is stolen, recovered within thirty days and towed to a recovery lot, the customer will be reimbursed for the towing charges up to \$50 over the life of the contract.

Homeowner's/renters deductible:

If the covered vehicle is stolen, the customer's homeowner's/renter's insurance policy's deductible will be paid. The valuables must be itemized on the police report, up to a maximum of five hundred (\$500) dollars over the life of this warranty.

*Vary by state and lender

US THEFTGUARD

Theft Deterrent Limited Product Warranty for New and Pre-Owned Vehicles

Registration Form

Service Agreement Number: **UF**

VIN NUMBER	VEHICLE INFORMATION		Year	Make	Model
CUSTOMER NAME					
CUSTOMER ADDRESS					
CUSTOMER PHONE	CUSTOMER EMAIL				
DEALER NAME				DEALER CODE	
DEALER ADDRESS					
LIENHOLDER NAME					
LIENHOLDER ADDRESS					

SCHEDULE OF BENEFITS	BENEFIT LIMIT	<input type="checkbox"/> \$3,000 <input type="checkbox"/> \$5,000	TERM LENGTH	<input type="checkbox"/> 3 Year <input type="checkbox"/> 5 year
	PRODUCT SALE DATE		PRODUCT SALE PRICE	
	THEFT ID CODE			

- 1) This **United States Warranty Corp. Theft Deterrent Limited Warranty (Warranty)** is between **You** and the **Warrantor** identified below.
- 2) **You** and the **Selling Dealer** confirm that the information contained on this Registration Form is accurate and complete.
- 3) **This agreement is a product warranty and not an insurance policy.** It is not subject to state insurance laws but is subject to laws concerning warranties. The **Warrantor's** obligations under this **Warranty** are insured by an insurance policy backed by Protective Property & Casualty Insurance Company. If a covered claim is not paid within sixty (60) days after **You** have filed proof of loss with the **Warrantor**, **You** may file a claim directly with the Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 1-800-950-6060. If **You** cancel this agreement and do not receive a refund from **Us** or the **Selling Dealer**, please contact the insurance company.
- 4) **THE PURCHASE OF THE THEFT DETERRENT PRODUCT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR THIS VEHICLE.**
- 5) **You** agree that **You** have received a copy of this **Warranty**, have read it and agree to all terms and conditions within it. Additionally, **You** acknowledge **Your** understanding of the Arbitration provision on page 2.
- 6) **See the SPECIAL STATE REQUIREMENTS AND DISCLOSURES section for state-specific terms and conditions.**

UNITED STATES WARRANTY CORP.
 22 NE 22nd Ave., Pompano Beach, FL 33062
 FOR CLAIM SERVICE CALL: 866-247-4412

Warranty Holder's Signature _____

Date _____

Dealer Signature _____

Date _____

Throughout this Warranty, "You" and "Your" mean the Warranty Holder named on the front of this Warranty or the person to whom this Warranty was properly transferred. "We" "Us" and "Our" refers to the Claims Administrator and Warrantor under this Warranty.

UNITED STATES WARRANTY CORP.

22 Northeast 22nd Avenue • Pompano Beach, Florida 33062 • 954-784-9400 • 800-432-4566

D/B/A

In CA, HI, RI
USWC, INC.

In MA
USWC

In ND, NH
USWC OF FLORIDA

In AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI, WY

UNITED STATES WARRANTY CORP. OF FLORIDA

Florida License No. 60002

CA VSCP License No. 0D12145

TOP WHITE—USWC • GREEN—LIENHOLDER • CANARY—DEALER • PINK—CUSTOMER • BOTTOM WHITE PAGE(S)—CUSTOMER

PAGE 1 OF 5
 USWC UF PC 04-17

DEFINITIONS

Actual Cash Value (ACV): The retail value of the **Covered Vehicle** on the Date of Loss as determined by **Your Primary Carrier** or; if no **Primary Carrier** insurance coverage is in effect on the Date of Loss, the retail value of the **Covered Vehicle** on the Date of Loss as listed in a national or regional guide such as National Automobile Dealers Association (NADA) or an equivalent national or regional guide applicable to where the **Covered Vehicle** is principally garaged.

Covered Vehicle: The **Vehicle** identified on the Registration Form under "Vehicle Information".

Date of Loss: The date on which the **Covered Vehicle** is stolen.

Primary Carrier: The insurance company **You** selected to provide collision and comprehensive coverage on the **Vehicle**. For the purposes of this **Warranty**, insurance that is forced placed, at any time, is not considered a **Primary Carrier**.

Selling Dealer: The entity identified as the **Selling Dealer** on the Registration Form.

Theft Deterrent Product: The Theft Deterrent System provided by the **Selling Dealer** and installed on the **Covered Vehicle**.

Warranty Holder (You, Your): The individual named on the Registration Form, or an individual to whom this **Warranty** was formally transferred as part of the sale of the **Covered Vehicle** by the original **Warranty Holder** in accordance with the Transfer provisions of this **Warranty**.

GENERAL CONDITIONS

TOTAL LOSS BENEFIT: **We** guarantee that if the **Theft Deterrent Product** is installed on the **Covered Vehicle**, and the **Covered Vehicle** is stolen during the term of this **Warranty**, and not recovered within thirty (30) days of the **Date of Loss**, **We** will pay **You** the lesser of:

- a) the **Benefit Limit** selected on the Registration Form; or
- b) the **Actual Cash Value**.

If no **Benefit Limit** is selected, the **Benefit Limit** will be Three Thousand (\$3,000) Dollars.

WARRANTY PERIOD: Coverage under this **Warranty** begins at 12:01 a.m. on the **Product Sale Date** shown on the Registration Form and continues for the Term Length selected on the Registration Form, or until benefits have been paid under this **Warranty** due to the unrecovered theft of the **Covered Vehicle**, whichever occurs first. If no Term Length is selected, the Term will be three (3) years. There is no deductible under this **Warranty**.

Additional Benefits: If the **Covered Vehicle** is stolen, **We** will pay the Additional Benefits provided below if all of the described conditions are met and the described procedures are followed.

LIMITATIONS:

1. Any loss due to fraudulent, dishonest, illegal, or criminal acts by **You** or a family member, whether acting alone or in collusion with others with or without **Your** knowledge, is specifically excluded.
2. This **Warranty** is for the sole benefit of the **Warranty Holder** or valid transferees and is not renewable.
3. Any theft occurring outside the continental United States will not be covered under the terms of this **Warranty**.
4. No benefits will be paid if:
 - a. the **Covered Vehicle** was left unlocked; or
 - b. the keys were left in the **Covered Vehicle**; or
 - c. the **Covered Vehicle** was stolen by any of **Your** family members; or
 - d. reasonable care and custody of the keys to the **Covered Vehicle** was not exercised.

ADDITIONAL BENEFITS

CAR RENTAL

If the **Covered Vehicle** is stolen, **You** may be eligible for rental car reimbursement. Payments are limited to the actual rental cost (excluding expenses for gasoline, insurance, mileage or maintenance charges) not to exceed Thirty-Five (\$35) Dollars per day. The rental car must be rented from a licensed rental agency. **You** must be either the primary signee or listed as an additional driver on the rental agreement. Rental car reimbursement shall not continue beyond the day on which **Your Primary Carrier** provides a rental car or settles **Your** loss, whichever occurs first. **You** are subject to the terms and conditions of the rental car company. The maximum limit for Car Rental is Seven Hundred (\$700) Dollars over the life of this **Warranty**.

TRIP INTERRUPTION

If the **Covered Vehicle** is stolen more than one hundred (100) miles from **Your** permanent residence and prior to **Your** destination, **We** will reimburse **You** for unplanned receipted lodging and restaurant expenses, up to a maximum of One Hundred (\$100) Dollars per day for up to three (3) days from the date the theft was discovered and reported, or up to Three Hundred (\$300) Dollars for one-way transportation to **Your** permanent residence. Trip Interruption expenses are limited to transportation, food and lodging incurred during the first three (3) days following the theft; the first day is the day of the theft. Total benefits shall not exceed Three Hundred (\$300) Dollars over the life of this **Warranty**.

TOWING REIMBURSEMENT

If the **Covered Vehicle** is stolen, recovered within thirty (30) days and towed to a recovery lot, **We** will reimburse **You** for the towing charges up to a maximum of Fifty (\$50) Dollars over the life of this **Warranty**.

HOMEOWNER'S/RENTER'S DEDUCTIBLE

We will pay **You** for **Your** homeowner's/renter's insurance policy's deductible for valuables stolen from the **Covered Vehicle** as a result of the Covered Vehicle being stolen, provided those valuables were itemized on the police report, up to a maximum of Five Hundred (\$500) Dollars over the life of this **Warranty**. This Benefit does not apply to any insured loss that does not meet or exceed **Your** homeowner's/renter's deductible.

PRIMARY CARRIER COVERAGE DEDUCTIBLE

We will reimburse **You** for **Your Primary Carrier** insurance coverage deductible, if the **Covered Vehicle** is stolen and recovered within thirty (30) days and the **Covered Vehicle** incurs damage covered under the insurance policy issued by **Your Primary Carrier**. Repairs to the stolen **Covered Vehicle** must be completed and a paid receipt for the repairs must be submitted to **Us** within thirty (30) days from repair completion. The maximum limit for Comprehensive/Collision Deductible reimbursement is Five Hundred (\$500) Dollars over the life of this **Warranty**. This Benefit does not apply if there is no **Primary Carrier** insurance coverage in force on the Date of Loss.

CLAIM PROCEDURES

A claim is valid if the following conditions are met. **You** must:

1. Report the theft to law enforcement authorities as soon as practical upon **Your** discovery of the theft.
2. Notify **Us** at 866-247-4412 as soon as **You** have reported the theft to law enforcement.
3. Provide a legible copy of the following documents to **Us** within the timeframe described below:
 - a. this **Warranty**;
 - b. the police report, including a description of the stolen **Vehicle**, and any items within the **Vehicle** at the time the theft occurred;

- c. the settlement check or settlement statement, from **Your Primary Carrier**, if applicable;
- d. properly executed and paid receipts, if **You** are requesting reimbursement for any of the Additional Benefits.
4. To receive benefits for car rental, trip interruption and/or towing, **You** must demonstrate that **Your Primary Carrier** insurance does not provide duplicate coverage.
5. To receive reimbursement of **Your Homeowner's/Renter's Deductible** and/or the Collision/Comprehensive Deductible, **You** must submit a copy of **Your** insurance claim showing that **Your** deductible has been satisfied.

All documentation MUST be submitted to Us within thirty (30) days of settlement by Your Primary Carrier; or within thirty (30) days of repair completion in the event the Covered Vehicle is recovered; or if no Primary Carrier insurance coverage is in force, within sixty (60) days of the Date of Loss.

TRANSFER/SALE OF COVERED VEHICLE

In the event that the **Warranty Holder** listed on the Registration Form sells the **Covered Vehicle**, this **Warranty** may be transferred to the new owner, provided the **Warranty** has not terminated, has not been cancelled or previously transferred. Submit the transfer request, in writing, to UNITED STATES WARRANTY CORP. within thirty (30) days of the change in ownership, along with a transfer fee of Fifty (\$50) Dollars and the following: a copy of this **Warranty**, bill of sale for the **Covered Vehicle**, and the name and address of both **You** and the new owner of the **Covered Vehicle**. This **Warranty** may not be assigned separately from the **Covered Vehicle**, nor can it be assigned to anyone other than a private individual purchasing the **Covered Vehicle** directly from **You** for personal use. The lienholder shall have no rights under this **Warranty** except that the lienholder may cancel this **Warranty** and receive a pro-rated refund, provided the request is made in writing, and the lienholder has succeeded to **Your** interests by reason of repossession or a total loss occurred. Transfer is not applicable to a stolen **Vehicle**.

If the **Warranty** is not properly transferred in a timely manner, this **Warranty** will no longer be in force and should be cancelled by **You**. In order to receive a refund, **You** must follow the procedures found in the Cancellation provision below.

CANCELLATION

You may cancel this **Warranty** by submitting a written request to the **Selling Dealer** containing a copy of **Your Warranty**. During the first sixty (60) days from the Product Sale Date, **We** or the **Selling Dealer** will refund **You** 100% of the **Product Sale Price**, less any claims paid on **Your Warranty**. After the first sixty (60) days from the Product Sale Date, **We** or the **Selling Dealer** will refund **You** or the lienholder a pro-rated amount of the **Product Sale Price**, based on the months remaining, less a Fifty (\$50) Dollar cancellation fee.

We may cancel this **Warranty** for any reason during the first sixty (60) days after the Product Sale Date. After sixty (60) days, **We** may cancel this **Warranty** for material misrepresentation at time of sale, fraud, non payment of **Product Sale Price** or a substantial breach of duties under this **Warranty** by **You**. If **We** cancel this **Warranty**, **We** or the **Selling Dealer** will refund **You** or the lienholder 100% of the **Product Sale Price**, less any claims paid on **Your Warranty**. In the event **We** cancel this **Warranty**, **We** will provide written notice to **You** by mail at **Your** last address in Our records, at least thirty (30) days prior to the effective date of the cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The lienholder will be named on the refund check when financing has been provided for the **Warranty Product Sale Price**. The lienholder shall have no rights under this **Warranty** except that the lienholder may cancel this **Warranty** and receive a pro-rated refund, provided the lienholder's contract includes the purchase price for the Product, the request is made in writing, and the lienholder has succeeded to **Your** interests by reason of repossession or a total loss occurs. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder listed on the Registration Form to cancel this **Warranty**.

ARBITRATION

It is understood and agreed that the transaction evidenced by this **Warranty** takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Warranty**, disputes regarding recovery of any claim or refund under this **Warranty**, and disputes arising out of or relating in any way to the sale or marketing of this **Warranty**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

- 1) The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
- 2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
- 3) It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS WARRANTY, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** The arbitrator shall be prohibited from awarding 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. **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum. 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.
- 4) All limitation periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Warranty or any prior Warranty, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS AGREEMENT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR **Your** STATE:

ALABAMA

This agreement is a product **Warranty** and is not insurance. ALA CODE Sec. 8-33-7.

The Cancellation section is amended as follows: The lienholder/lessor, if any, will be named on a Cancellation refund check as their interest may appear. The Cancellation section is amended as follows:

We may cancel this **Warranty** for material misrepresentation at the time of sale, non-payment of **Product Sale Price**, fraud or Substantial breach of duties under this **Warranty**. If **We** cancel this **Warranty**, **We** or the **Selling Dealer** will refund **You** 100% of the **Product Sale Price**, less any claims paid on **Your Warranty**. In the event **We** cancel this **Warranty**, **We** will provide written notice to **You** by mail at **Your** last address in Our records, at least thirty (30) days prior to the effective date of the Cancellation. The notice shall state the effective date of the Cancellation and the reason for the Cancellation.

ARIZONA

This agreement is a product **Warranty** and is not insurance. Title 20 Ins. Sec.20-1099.02.

COLORADO

The obligations of the **Warrantor** are guaranteed under a **Warranty** reimbursement insurance policy. If payment due is not provided by the **Warrantor** within sixty (60) days after proof of loss has been filed by the **Warranty Holder** pursuant to the terms of the **Warranty**, the **Warranty Holder** may file a claim for reimbursement directly with the **Warranty** reimbursement insurance company.

THIS AGREEMENT IS A PRODUCT **WARRANTY** AND IS NOT INSURANCE.

CONNECTICUT

Resolution of Disputes: If **We** are unable to resolve any disputes with **You** regarding this **Warranty**, **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 extended **Warranty**, the cost of repair of the item, and a copy of the extended **Warranty** contract. If the term of **Your** contract is less than one (1) year, and **Your Vehicle** is in for repairs at an approved repair facility and such repairs have been authorized by **Us**, **Your** service agreement will be automatically extended for the time it takes to complete the repairs to **Your Vehicle**. In CT, **Warrantor** is used in place of Provider and/or Obligor, in this case, United States **Warranty** Corp., as stated in the Declarations page.

You have the right to cancel this **Warranty** for any reason if no claim has been made against it.

You have the right to cancel this **Warranty** at any time if the **Vehicle** is returned, sold, lost, stolen or destroyed.

FLORIDA

The CANCELLATION section is amended as follows: The lienholder/lessor, if any, will be named on a cancellation refund check as their interest may appear.

GEORGIA

The Arbitration section is amended to add the following: Arbitration is non-binding.

General Conditions, Total Loss Benefit, Item b. is amended as follows: b. The **Actual Cash Value** as determined by **Your Primary Carrier** or a national or regional guide such as NADA.

Cancellation section is amended as follows: **We** may cancel this **Warranty** only for: fraud, misrepresentation, tampering with the odometer, or non-payment of the **Product Sale Price**.

The lienholder/lessor, if any will be named on a Cancellation refund check as their interest may appear.

HAWAII

You may address unresolved complaints concerning a **Warrantor** or questions concerning the regulation of a **Warrantor** to the Hawaii Department of Commerce and Consumer Affairs, Insurance Division, P.O. Box 3614, Honolulu, HI 96811, (808) 586-2790 or (808) 586-2799.

IDAHO

Obligations of the **Vehicle** protection product **Warrantor** under this **Theft Deterrent Product Warranty** are guaranteed under a contractual liability insurance policy. Should **Your** claim fail to be paid within sixty (60) days after proof of loss has been filed, the contract **Holder** is entitled to make a claim directly against the insurance company.

INDIANA

The Arbitration section is amended as follows: Arbitration is not mandatory nor binding; **Warranty Holder** must agree to Arbitration.

This **Theft Deterrent Product Warranty** is not required to obtain financing. This **Theft Deterrent Product Warranty** is not insurance and is not subject to Indiana insurance law.

IOWA

If **You** cancel **Your** service agreement, **We** will mail a written notice of termination to **You** within fifteen (15) days of the date of termination. **You** may cancel **Your** service agreement within ten (10) days from delivery at the time of sale or within twenty (20) days from the date the Agreement was mailed for a full refund of the purchase price of the Agreement. This shall apply only to the original service agreement **Holder** and if no claims were filed. A ten percent (10%) penalty shall be added each month to a refund that is not paid to the service agreement **Holder** within thirty (30) days of the return of the service Agreement. If **We** fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with **Us**, **You** are entitled to make a claim directly against the reimbursement insurance policy. **You** may also contact the The Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Fl., Des Moines, IA 50309, phone (515) 281-5705.

MARYLAND

The obligations of the **Warrantor** to **You** under this **Theft Deterrent Product Warranty** are guaranteed under a Reimbursement Insurance Policy. In the event payment due under the terms of the **Theft Deterrent Product Warranty** is not provided by the **Warrantor** within sixty (60) days after **You** have filed proof of loss in accordance with the terms of the **Theft Deterrent Product Warranty**, **You** may file a claim directly with the insurer that issued the Reimbursement Insurance Policy. THIS AGREEMENT IS A PRODUCT **WARRANTY** AND IS NOT INSURANCE.

MICHIGAN

This agreement is a product **Warranty** and is not insurance. Sec.11. 257.1251

MINNESOTA

This agreement is a product **Warranty** and is not insurance.

The obligations of the **Warrantor** to the **Warranty Holder** are guaranteed under a **Warranty** reimbursement insurance policy.

In the event a **Warranty Holder** must make a claim against a party other than the **Warranty** reimbursement insurance policy issuer, the **Warranty Holder** is entitled to make a direct claim against the insurer upon the failure of the **Warrantor** to pay any claim or meet any obligation under the terms of the **Warranty** within 60 days after proof of loss has been filed with the **Warrantor**.

MISSISSIPPI

In MS, Arbitration is deleted in its entirety.

NEBRASKA

The Arbitration section is deleted in its entirety and replaced with the following:

Any claim or dispute in any way related to this Contract by a person covered under this Contract against **Us** or **Us** against a person covered under this Contract, may be resolved by Arbitration only upon mutual consent of the parties. Arbitration pursuant to this provisions shall 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 arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in Arbitration.

NEW JERSEY

The Registration Form is amended as follows: THIS CONTRACT IS A PRODUCT **WARRANTY**, NOT INSURANCE, AND IS UNDER THE PURVIEW OF THE

DIVISION OF CONSUMER AFFAIRS, 124 Halsey Street, 7th Floor, Newark, NJ 07102, (973) 504-6370, www.njconsumeraffairs.gov. The contact information for the Department of Banking and Insurance is: 20 West State Street, Trenton, NJ 08625, (609) 292-7272, www.state.nj.us/dobi.

NEW HAMPSHIRE

In the event that **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department. State of New Hampshire Insurance Department, 21 South Fruit Street #14, Concord, NH 03301, (800) 852-3416.

NORTH CAROLINA

The Cancellation section is amended as follows: The lienholder/lessor, if any, will be named on a Cancellation refund check as their interest may appear.

OHIO

This **Theft Deterrent Product Warranty** is not subject to the insurance laws of this state, contained in Title XXIX of the Ohio Revised Code. This **Warranty** may not include all of the benefits or protections of an insurance policy that includes theft coverage issued by an insurer authorized to do business in Ohio.

OREGON

The Arbitration section is amended as follows: If claim settlement cannot be reached, the parties may elect Arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Warranty Holder**. Arbitration takes place in Oregon (unless another location is mutually agreed to), and takes place under Oregon laws.

You may address unresolved complaints concerning a **Warrantor** or questions concerning the regulation of a **Warrantor** to the Oregon Division of Financial Regulation, Consumer Advocacy Unit, P.O. Box 14480, Salem, OR 97309-0405, (503) 947-7984 or (888) 877-4894.

SOUTH CAROLINA

The Cancellation section is amended as follows: The lienholder/lessor, if any, will be named on a Cancellation refund check as their interest may appear.

TEXAS

You may address unresolved complaints concerning a **Warrantor** or questions concerning the regulation of a **Warrantor** to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202. This agreement is a product **Warranty** and is not insurance. It is not subject to state insurance laws but is subject to state law concerning warranties. Obligations of the **Warrantor** under this **Vehicle** protection product are insured under a reimbursement insurance policy issued by Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 1-800-950-6060. If a covered service is not provided by the **Warrantor** before the sixty-first (61) day after the date the consumer provides proof of loss, the consumer may apply for reimbursement directly to the **Vehicle** protection product's reimbursement insurance company.

UTAH

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

This service contract or **Warranty** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Declarations Page #3, sentence #4 is changed to: "If the provider fails to pay or provide service on any claim after proof of loss has been filed, the contract **Holder** is entitled to make a claim directly against the Insurance Company, Protective Property & Casualty Insurance Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017"

GENERAL CONDITIONS Section, TOTAL LOSS BENEFIT paragraph, is removed and replaced with the following: "**We** guarantee that if the **Theft Deterrent Product** is installed on the **Covered Vehicle**, and the **Covered Vehicle** is stolen during the term of this **Warranty**, **We** will pay **You** the Benefit Limit for the Plan selected on the Registration Form. If no Benefit Limit is selected, the Benefit Limit will be Three Thousand (\$3,000) Dollars."

ADDITIONAL BENEFITS Section is removed in its entirety.

CANCELLATION Section, Paragraph 2, Sentence 2 is deleted and replaced with the following: After sixty (60) days, **We** may cancel this **Warranty** for material misrepresentation at time of sale, fraud, non-payment of **Product Sale Price** or a substantial breach of contractual duties under this **Warranty** by **You**.

CLAIMS PROCEDURES #3(C), 3(D), 4, and 5 are deleted from the contract.

The Arbitration Section is removed and replaced with the following: "ANY MATTER IN DISPUTE BETWEEN **YOU** AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH **YOU** AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION."

VIRGINIA

The following is added to this contract:

If any promise made in this contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WISCONSIN

Arbitration does not apply in Wisconsin. The Arbitration section is deleted in its entirety.

Registration form #5, sentence 2 is deleted in its entirety.

Claims procedures #4 and #5 are deleted in their entirety.

UNITED STATES WARRANTY CORP.

22 Northeast 22nd Avenue • Pompano Beach, Florida 33062 • 954-784-9400 • 800-432-4566

D/B/A

In CA, HI, RI
USWC, INC.

In MA
USWC

In ND, NH
USWC OF FLORIDA

In AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI, WY

UNITED STATES WARRANTY CORP. OF FLORIDA

Florida License No. 60002

CA VSCP License No. 0D12145

TOP WHITE—USWC • GREEN—LIENHOLDER • CANARY—DEALER • PINK—CUSTOMER • BOTTOM WHITE PAGE(S)—CUSTOMER

PAGE 5 OF 5
USWC UF PC 04-17

Paint & fabric defense

Eligibility:

Current plus one model year up to 5 model years old
No mileage restrictions

Deductible:

\$0

Coverage:

Exterior:

Weather-induced or ultraviolet-induced cracking, peeling, or loss of gloss, bird waste, road salt, de-icing agents, insects, exposure to the sun, hard water etching, tree sap, acid rain, or industrial fallout

Interior:

Food, drink, vomit, urine, feces, baby diaper contents, pet stains, topical oils or lotions, gum, crayons, ink, dyes, lipstick, makeup or blood

Rip & tear:

Weather-induced or Ultraviolet-induced weakening, resulting in fading, cracking, loose stitching, rips or tears less than 2", punctures less than ¼"

Terms:

1 to 6 years

Benefits:

Car rental

If the covered vehicle is undergoing repairs covered by the contract, the customer may be eligible for rental car reimbursement. The maximum amount is \$35 per day with a maximum of 3 days

Transfer of coverage

For a low fee of \$50, limited warranty may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner
- A copy of the bill of sale

Cancelable:

Varies by state

Paint & Fabric Protection and Limited Warranty Contract

United States Warranty Corp.

REGISTRATION PAGE

Contract Number: IUS

VIN (Vehicle Identification Number)		Vehicle Information	Year	Make	Model
Contract Holder(s) Name					
Contract Holder(s) Address					
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)			
Seller Name				Seller Telephone	
Seller Address				Seller Number	
Lienholder/Lessor Name					
Lienholder/Lessor Address					
Coverage	Paint & Fabric Protection				
Protection Product Purchase Date		Odometer Reading at Protection Product Purchase Date		Deductible	<input checked="" type="checkbox"/> \$0
Protection Product and Limited Warranty Term Months				Protection Product and Limited Warranty Expiration Date	
Protection Product Purchase Price	\$	Vehicle Purchase Price/ Lease Price	\$		

Thank you for purchasing the Paint & Fabric Protection Product ("Protection Product"). With the purchase of the Protection Product you receive, at no additional cost, the Paint & Fabric Protection Product Limited Warranty ("Limited Warranty"). This document describes the protection you receive under the Limited Warranty and its terms and conditions. If the information you or the Seller provided does not meet the requirements for this Paint & Fabric Protection Product ("Protection Product"), we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Protection Product within 90 days of our receipt of the Registration Page and return the Protection Product Purchase Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Protection Product, we will keep the Protection Product and Limited Warranty in force until it expires or is cancelled.

The Protection Product Purchase Price does not include any state, local or other special sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS PROTECTION PRODUCT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING. THIS CONTRACT IS NOT AN INSURANCE POLICY AND IT IS NOT SUBJECT TO STATE INSURANCE LAWS, BUT IT IS SUBJECT TO APPLICABLE LAWS CONCERNING PROTECTION PRODUCT AND LIMITED WARRANTIES. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

The obligor, provider and administrator for the Protection Product and Limited Warranty is United States Warranty Corp., P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566.

UNLESS MODIFIED BY SECTION P (STATE AMENDMENT REQUIREMENTS/DISCLOSURES), THIS PROTECTION PRODUCT AND LIMITED WARRANTY CONTAINS A CLASS ACTION WAIVER AND BINDING ARBITRATION. ALL DISPUTES ARE RESOLVED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA). YOU MAY LEARN ABOUT THE AAA BY CALLING 800-778-7879. READ CAREFULLY SECTION M (ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES).

ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE APPLICABLE BY OPERATION OF LAW SHALL BE LIMITED TO THE PERIOD OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

Certification: I acknowledge that: (1) I have selected the Protection Product indicated above; and (2) I have read and understand the disclosures listed above and the terms and conditions of this Protection Product and Limited Warranty, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes).

Contract Holder Signature

Date

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS PROTECTION PRODUCT AND LIMITED WARRANTY.

White - Administrator • Green - Seller • Pink - Lienholder • Canary - Contract Holder • Bottom White Page(s) - Contract Holder

This Protection Product and Limited Warranty is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the full Protection Product Purchase Price. You may contact us by mail at P.O. Box 830637, Birmingham, AL 35283-0637, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of the Protection Product.

Obligations under this Protection Product and Limited Warranty are backed by Protective Property & Casualty Insurance Company in all states, except Florida and New York (this product is not available in New York). In Florida, a reserve is established to cover benefits under this Protection Product and Limited Warranty. If a Limited Warranty for Paint & Fabric Damage is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Limited Warranty Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.

SECTION A DEFINITIONS

The following definitions apply to this Protection Product and Limited Warranty along with definitions appearing elsewhere in this Protection Product and Limited Warranty. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Protection Product and Limited Warranty, they refer to the specific Vehicle, person, date or other item that has been entered into the associated box in the Registration Page.

Contract means means the Registration Page and the other terms and conditions of this written document relating to the Protection Product and Limited Warranty Contract.

Limited Warranty means the promise to provide you with the benefits described in this Contract if the Protection Product applied to your Vehicle fails to protect the paint and fabric of your Vehicle as described in this Contract.

Manufacturer means the company who manufactured the Protection Product. The manufacturer may vary by state. Please contact us for the name of the manufacturer in your state.

Paint & Fabric Damage means damage to the exterior or interior of your Vehicle covered under the terms of this Protection Product and Limited Warranty.

Registration Page means the numbered page which is the first part of this Protection Product and Limited Warranty containing information about this Protection Product and Limited Warranty, you and the Vehicle.

Repair Facility means any licensed automotive repair facility operated by the Seller or an independent provider.

You and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Protection Product and Limited Warranty was properly transferred.

We, us and **our** refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 830637, Birmingham, AL 35283-0637, 1-800-432-4566. USWC does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA.

SECTION B YOUR RESPONSIBILITIES

You have the responsibility to follow the procedures for reporting a claim for Limited Warranty benefits as described in Section F (Claim Procedures), and to cooperate fully with our reasonable requests to inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits, to provide regular cleaning and maintenance of your Vehicle's exterior painted surfaces and interior fabric, leather and vinyl surfaces according to the manufacturer's recommendations on the

surfaces where the Seller applied a Protection Product and for removing any spills, items or substances that could cause staining or permanent damage to your Vehicle's exterior painted surfaces and or interior fabric, leather or vinyl surfaces where the Seller applied a Protection Product. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE TO THE VEHICLE.

SECTION C WHEN COVERAGE BEGINS AND ENDS

Coverage under this Protection Product and Limited Warranty begins at 12:01 AM (your local time) on the Protection Product Purchase Date and ends on the Protection Product and Limited Warranty Expiration Date or when the Protection Product and Limited Warranty is cancelled under the provisions of Section L (Protection Product and Limited Warranty Cancellation).

SECTION D DEDUCTIBLE

The amount of the Deductible for the Limited Warranty will be \$0. A Deductible does not apply to the additional benefits described in Section G (Additional Benefits).

SECTION E COVERAGE

Subject to the Deductible if any, and other provisions of this Protection Product and Limited Warranty, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized repair cost for Paint & Fabric Damage occurring and reported to us after Coverage begins and before this Protection Product and Limited Warranty expires or is cancelled by us. We are entitled to apply the following limits and restrictions to our reimbursement decisions:

1. We will not pay for expenses that exceed the manufacturer's suggested retail price.
2. We will not reimburse you for Paint & Fabric Damage under this Protection Product and Limited Warranty if it is also covered by a third party's warranty, insurance policy, vehicle protection product, service contract or similar protection coverage, regardless of whether the third party honors its coverage obligation.
3. We reserve the right to inspect the Vehicle and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Paint & Fabric Damage claim to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited to the items described below:

Paint & Fabric Protection

Exterior: If the Protection Product applied on your Vehicle by the Seller fails to prevent the original manufacturer exterior painted body surfaces on your Vehicle from weather-induced or ultraviolet-induced cracking, peeling, or loss of gloss, including damage caused by bird waste, road salt, de-icing agents, insects, exposure to the sun, hard water etching, tree sap, acid rain or industrial fallout during the term of this Protection Product and Limited Warranty, we will repair the damaged surface area and re-apply the Protection Product to the affected area of your Vehicle's exterior painted surface. **We reserve the right to attempt the repairing of any Paint & Fabric Damage through professional detailing prior to determining whether repainting is necessary to repair Paint & Fabric Damage on your Vehicle's exterior painted surface.**

Interior: If the Protection Product applied on your Vehicle by the Seller fails to prevent the original manufacturer fabric, leather or vinyl interior surfaces on your Vehicle from permanent staining due to food, drink, vomit, urine, feces, baby diaper contents, pet stains, topical oils or lotions, gum, crayons, ink, dyes, lipstick,

makeup or blood during the term of this Protection Product and Limited Warranty we will repair or replace the damaged surface area and re-apply the Protection Product to the affected area of your Vehicle's interior surface. **We reserve the right to attempt repairing any Paint & Fabric Damage through professional cleaning prior to the replacement of any interior fabric, leather or vinyl surfaces.**

Rip & Tear: If the Protection Product applied on your Vehicle by the Seller fails to prevent the original manufacturer fabric, leather or vinyl interior surfaces on your Vehicle from weather induced or ultraviolet induced weakening, resulting in fading, cracking, loose stitching, rips or tears less than two (2) inches in length or diameter, or punctures less than one-quarter (1/4) inch in diameter during the term of this Protection Product and Limited Warranty, we will repair or replace the damaged surface area and re-apply the Protection Product to the affected area of your Vehicle's interior surface. **We reserve the right to attempt repairing any Paint & Fabric Damage prior to the replacement of any interior fabric, leather or vinyl surfaces.**

SECTION F CLAIM PROCEDURES

To obtain service:

1. Take immediate action to prevent further damage to the exterior painted and/or interior surface(s) on your Vehicle.
2. Take the Vehicle to a Repair Facility before this Protection Product and Limited Warranty expires or is cancelled by us and provide the Repair Facility with a copy of the Protection Product and Limited Warranty or the Contract Number.
3. You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any cleaning, repairing, repainting or replacing of any Paint & Fabric Damage.
4. Authorize any charges to diagnose the cause and cost of your Vehicle's reported Paint & Fabric Damage. You will be responsible for any charges if the associated damage is not Paint & Fabric Damage.
5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.
6. Within 90 days after the Paint & Fabric Damage repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).
7. We have the exclusive discretion to determine the applicable and appropriate repair procedures for Protection Product damage repairs on your Vehicle.

SECTION G ADDITIONAL BENEFITS

The following additional benefits are available beginning at 12:01 AM (your local time) on the Protection Product Purchase Date and continuing until this Protection Product and Limited Warranty expires or is cancelled by us. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

Substitute Transportation

We will reimburse you up to \$35 per day, for a maximum of 3 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation while your Vehicle is undergoing authorized Paint & Fabric Damage repairs. We will not reimburse you for substitute transportation for Paint & Fabric Damage repairs to the extent you are entitled to substitute transportation benefits or reimbursement from another source. **You must make your own arrangements for**

substitute transportation.

SECTION H EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Protection Product and Limited Warranty does not cover the following:

1. **Paint & Fabric Damage falling or occurring within any of the following descriptions:**
 - Outside of the United States, its territories and possessions, or Canada
 - Not authorized in advance
2. **Damages and costs falling within any of the following descriptions:**
 - Arising from fraud, bad faith or personal injury
 - Punitive or exemplary
 - To property, other than as specifically covered under this Protection Product and Limited Warranty
 - Attorney fees and/or fines
 - Pre-existing conditions
 - Surfaces on your Vehicle which are untreatable with the Protection Product, including semi-gloss or non-glossy paint, headliners, seat belts, steering wheels or other untreatable surfaces as determined by the design of your Vehicle
3. **If the Vehicle falls within any of the following descriptions:**
 - Is used for competitive driving, racing, snow plowing, off road, or police or emergency services
 - Is driven by multiple, unrelated drivers (such as a fleet vehicle)
 - Is used commercially
4. **Damage resulting from or falling within any of the following descriptions:**
 - Your negligence or misuse
 - Chrome surfaces
 - Road Hazards
 - Rust/Corrosion
 - Modifications or alterations of your Vehicle's original manufacturer paint finish including repainted surfaces, aftermarket pin-striping, stickers, decals or vinyl graphics
 - Modification or alteration of your Vehicle's original manufacturer fabric, leather or vinyl surfaces
 - Intentional or unintentional physical acts resulting in rips, tears or punctures to your Vehicle's fabric, leather or vinyl surfaces
 - Collision, dents, upset, civil commotion, vandalism, riot, illegal acts, nuclear events, war, or terrorism
 - Water (except hard water etching on exterior painted surfaces), flood, fire, hail, explosion, lightning strikes, acts of nature or other external forces or events
 - A mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense including paint peeling, chipping, separation, cracking or flaking.
 - Lovebug insects
 - Paint chipping, scratches or damages
 - Paint over-spray
 - Odor removal
 - Repairs resulting in colors that don't exactly match the original manufacturer exterior painted body surface of your Vehicle with an identical color due to aging and variances in color pigment
 - Repairs or replacement to the following original equipment manufacturer interior surfaces: fiberglass, carbon fiber, gauges, screen surfaces and faux-simulated wood
 - Repairs or replacement to rubber, plastic, thermoplastic floor and or cargo mats
 - Stains caused by tar, bleach, acid or other caustic or corrosive substances
 - Surface wear or natural creases in your Vehicle's fabric, leather or vinyl surfaces
 - Fabric based/non-hardtop convertible tops

- Consequential damage

5. A service falling within any of the following descriptions:

- Any services not specified in Section E (Coverage)

SECTION I CLAIM APPEAL PROCESS

You may appeal a Limited Warranty benefit denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 30 days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in Protection Product and Limited Warranty coverage, but who were not responsible for adjudicating your claim, will review your appeal within 30 days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 30 days after our review of your appeal.

Email Address:

USW.Claimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.
P.O. Box 830637
Birmingham, AL 35283-0637
Attn: Claim Review

SECTION J LIMITS OF LIABILITY

The total dollar benefits paid under this Protection Product and Limited Warranty is limited to the Vehicle Purchase Price/Lease Price. The total dollar benefit paid for any given Protection Product claim is limited to the average trade-in value of the Vehicle (excluding tax, title and license fees) immediately prior to the Paint & Fabric Damage claim based on the then most recent national Automobile Dealer Association Used Car Guide (or a comparable guide, if that guide has been discontinued).

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Protection Product and Limited Warranty or breach of any implied warranties is expressly excluded to the extent allowed by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

SECTION K CONTRACT TRANSFER

This Protection Product and Limited Warranty may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Protection Product and Limited Warranty has not expired or been cancelled. Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$50 transfer fee. If the transferee does not receive a confirmation of transfer within 45 days after change of ownership, the transferee should notify us.

SECTION L PROTECTION PRODUCT AND LIMITED WARRANTY CANCELLATION

This Protection Product and Limited Warranty is non-cancellable by you and is non-refundable. The Protection Product applied to your Vehicle is not removable.

- We may cancel** this Protection Product and Limited Warranty at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud in regard to the Protection Product and Limited Warranty;
 - b. You did not pay the full Protection Product Purchase Price;
 - c. Your Vehicle doesn't qualify for a Protection Product; or
 - d. Failure to provide the information necessary to put the Protection Product on your Vehicle.
- a. If we cancel this Protection Product and Limited Warranty within 30 days of the Protection Product Purchase Date, we will refund whatever portion of the Protection Product Purchase Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If we cancel this Protection Product and Limited Warranty more than 30 days after the Protection Product Purchase Date and you have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Protection Product and Limited Warranty Term Months.
- We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
- If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of cancellation, please notify us.

SECTION M ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Protection Product and Limited Warranty, any controversy or claim arising out of or relating to it, or to its breach, including any claim against the seller or us, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Protection Product and Limited Warranty evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Protection Product and Limited Warranty's arbitration provisions.

- In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
- Subject to the preceding paragraph, you and we consent to have arbitration under this Protection Product and Limited Warranty joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Protection Product and Limited Warranty, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Protection Product and Limited Warranty's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
- If the AAA is not available to administer this Protection Product and Limited Warranty's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Protection Product and Limited Warranty.

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Protection Product and Limited Warranty, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Protection Product and Limited Warranty; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Protection Product and Limited Warranty, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Protection Product and Limited Warranty, or to its breach, be brought more than two years after this Protection Product and Limited Warranty has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Protection Product and Limited Warranty and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Protection Product and Limited Warranty.

If this Protection Product and Limited Warranty is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SECTION N GENERAL TERMS

1. Any provision of this Protection Product and Limited Warranty which, on the Protection Product Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions set forth in this Protection Product and Limited Warranty are the full and complete Protection Product and Limited Warranty. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Protection Product and Limited Warranty will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Protection Product and Limited Warranty and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Protection Product and Limited Warranty is non-renewable.
6. This Protection Product and Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

SECTION O LIMITED WARRANTY - GENERAL LIMITATION OF WARRANTIES

THE LIMITED WARRANTY UNDER THIS CONTRACT IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES OR LIABILITIES. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION

MAY NOT APPLY. NO EXPRESS WARRANTY OF FITNESS OR MERCHANTABILITY IS GRANTED BY THE LIMITED WARRANTY. THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, AND THERE MAY BE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. ANY ACTION FOR BREACH OF ANY WARRANTY HEREUNDER MUST BE BROUGHT WITHIN A PERIOD NOT EXCEEDING 24 MONTHS AFTER EXPIRATION OF THE LIMITED WARRANTY. THE REMEDIES SPECIFIED HEREIN AND THOSE SPECIFIED BY APPLICABLE LAW ARE THE ONLY REMEDIES AVAILABLE. WE ASSUME NO OTHER OBLIGATION OR RESPONSIBILITY WITH REGARD TO THE VEHICLE. WE NEITHER ASSUME NOR AUTHORIZE ANYONE TO ASSUME FOR US, ANY ADDITIONAL LIABILITY IN CONNECTION HEREWITH. THE AGGREGATE TOTAL BENEFITS DURING THE TERM OF THESE WARRANTIES IS LIMITED TO THE VEHICLE PURCHASE PRICE/LEASE PRICE. ANY OBLIGATION UNDER THIS LIMITED WARRANTY ENDS AT THE TIME THE TOTAL BENEFITS PAID EXCEED THE VEHICLE PURCHASE PRICE/LEASE PRICE DEPENDING ON COVERAGE SELECTED. THE REMEDIES SPECIFIED HEREIN ARE THE ONLY REMEDIES AVAILABLE TO YOU UNDER THE LIMITED WARRANTY. WE ASSUME NO OTHER OBLIGATION OR RESPONSIBILITY WITH REGARD TO THE VEHICLE.

ANY IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE APPLICABLE BY OPERATION OF LAW SHALL BE LIMITED TO THE PERIOD OF THIS WRITTEN LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

SECTION P STATE AMENDMENT REQUIREMENTS / DISCLOSURES

This Protection Product and Limited Warranty is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Arizona

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

California

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

District of Columbia

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Georgia

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

The first paragraph on the Registration Page is deleted and replaced

with the following:

Thank you for purchasing the Paint & Fabric Protection Product ("Protection Product"). With the purchase of the Protection Product you receive, at no additional cost, the Paint & Fabric Protection Product Limited Warranty ("Limited Warranty"). This document describes the protection you receive under the Limited Warranty and its terms and conditions. If the information you or the Seller provided does not meet the requirements for this Paint & Fabric Protection Product ("Protection Product"), we will try to obtain the correct information. If we cannot obtain the correct information, we will void Coverage under this Limited Warranty within 90 days of our receipt of the Registration Page and return the Protection Product Purchase Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Protection Product, we will keep the Protection Product and Limited Warranty in force until it expires or is cancelled.

The first paragraph of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

You may cancel this Protection Product and Limited Warranty before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request on our cancellation form to us by mail, fax or email (P.O. Box 830637, Birmingham, AL, 35283-0637 fax 954-545-5172, USWcancels@Protective.com). Cancellation will be effective as of the date we receive your cancellation form. **The Protection Product applied to your Vehicle is not removable. If you cancel this Protection Product and Limited Warranty, no refund is due.**

Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

1. We may cancel this Protection Product and Limited Warranty at any time before it expires only for one or more of the following reasons:

- a. You make a material misrepresentation to the Seller or us;
- b. You did not pay the full Protection Product Purchase Price;
- c. You commit fraud; or
- d. A substantial breach of duties by you under the Limited Warranty. We shall mail a written notice of cancellation to you at your last known address, stating the effective date and reason for cancellation, at least 30 dates prior to the effective date of cancellation.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Protection Product and Limited Warranty, any controversy or claim arising out of or relating to it, or to its breach, including any claim against the seller or us, shall be settled by nonbinding arbitration administered by the American Arbitration Association (AAA) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Protection Product and Limited Warranty evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Protection Product and Limited Warranty's arbitration provisions.

Hawaii

The following is added to the Contract:

Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Hawaii Department of Commerce and Consumer Affairs at P.O. Box 3614, Honolulu, HI 96811 (808) 586-2790

Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

1. We may cancel this Protection Product and Limited Warranty at any time before it expires only for one or more of the following reasons:

- a. You make a material misrepresentation to the Seller or us;
- b. You did not pay the full Protection Product Purchase Price;
- c. You commit fraud; or

- d. A substantial breach of duties by you under the Limited Warranty. We shall mail a written notice of cancellation to you at your last known address, stating the effective date and reason for cancellation, at least 30 dates prior to the effective date of cancellation.

Louisiana

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Massachusetts

The following is added to the Contract:

THIS CONTRACT IS A PRODUCT WARRANTY AND IS NOT INSURANCE.

Michigan

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

1. We may cancel this Protection Product and Limited Warranty at any time before it expires only for one or more of the following reasons:

- a. You make a material misrepresentation to the Seller or us;
- b. You did not pay the full Protection Product Purchase Price;
- c. You commit fraud; or
- d. A substantial breach of duties by you under the Limited Warranty. We shall mail a written notice of cancellation to you at your last known address, stating the effective date and reason for cancellation, at least 30 dates prior to the effective date of cancellation.

Minnesota

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Mississippi

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Regulated by the Mississippi Motor Vehicle Commission, P.O. Box 16873, Jackson, MS 39236, 601-987-3995.

Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

1. We may cancel this Protection Product and Limited Warranty at any time before it expires only for one or more of the following reasons:

- a. You make a material misrepresentation to the Seller or us;
- b. You did not pay the full Protection Product Purchase Price;
- c. You commit fraud; or
- d. A substantial breach of duties by you under the Limited Warranty. We shall mail a written notice of cancellation to you at your last known address, stating the effective date and reason for cancellation, at least 30 dates prior to the effective date of cancellation.

Missouri

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation) is deleted and replaced with the following:

1. We may cancel this Protection Product and Limited Warranty at any time before it expires only for one or more of the following reasons:

- a. You make a material misrepresentation to the Seller or us;
- b. You did not pay the full Protection Product Purchase Price;
- c. You commit fraud; or
- d. A substantial breach of duties by you under the Limited Warranty. We shall mail a written notice of cancellation to you at your last known address, stating the effective date and reason for cancellation, at least 30 dates prior to the effective date of cancellation.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Protection Product and Limited Warranty, any controversy or claim arising out of or relating to it, or to its breach, including any claim against the seller or us, may be settled by voluntary, and if elected, binding arbitration administered

by the American Arbitration Association (AAA) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Protection Product and Limited Warranty evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Protection Product and Limited Warranty's arbitration provision.

stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Protection Product Purchase Price, a material misrepresentation, or a substantial breach of duties.

Oregon

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

Unresolved complaints concerning a registered warrantor or questions concerning the regulation of a warrantor may be addressed to the Oregon Department of Consumer and Business Services, Consumer Advocacy Unit at: 350 Winter St. NE, P.O. Box 14480, Salem, OR 97309-0405, 503-947-7984 or 888-877-4894.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Protection Product and Limited Warranty, any controversy or claim arising out of or relating to it, or to its breach, including any claim against the seller or us, may be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Protection Product and Limited Warranty evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Protection Product and Limited Warranty's arbitration provision. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Protection Product and Limited Warranty is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

South Carolina

The following is added to the Contract:

This Contract is a product warranty and is not insurance.

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467.

The following is added to Subsection 1 of Section L (Protection Product and Limited Warranty Cancellation):

We shall mail a written notice to you at your last known address,

Wear & tear

Coverage:

Open term:

Vehicle can be turned in at any time before the lease expiration and up to 90 days after the termination date

Standard term:

Vehicle can be turned in within 90 days of termination date

Eligibility:

Current plus 2 model years old

Less than 20,000 miles

Less than \$150,000 MSRP

Luxury vehicles: BMW, Jaguar and Mercedes Benz

Excluded vehicles: Acura NSX, Aston Martin, Bentley, BMW Alpina, Bugatti, Chevrolet Corvette ZR1, Dodge Viper, Ferrari, Ford GT, Ford Mustang Saleen, Honda FCX, Hummer, Lamborghini, Lexus LFA, Lotus, Maserati, Maybach, McLaren, Mercedes Benz AMG/SLR/SLS, Nissan GT-R, Porsche, Rolls Royce, Spyker, Tesla, VW Eurovan

Deductible:

\$0 or \$100

Terms:

Up to 72 months

Benefits:

Up to \$5,000 in total claims

Up to \$1,000 Single Event Maximum if chosen

Transfer of Coverage:

May only be transferred if the original contract has no change to any of its original terms and conditions.

US Wear & Tear Protection Limited Physical Damage Addendum

This US Wear & Tear Protection Addendum (**Addendum**) dated _____ amends **Your Lease Finance Contract**. This **Addendum** is between the **Lessee (I, You, Your)** and the **Dealer** who originates the **Lease Finance Contract** or, when assigned, with the **Assigned Lessor** (collectively, "**We, Us, Our**").

UXW

DECLARATIONS

VIN NUMBER		VEHICLE INFORMATION	Year	Make	Model
CUSTOMER NAME					
CUSTOMER ADDRESS					
CUSTOMER PHONE		CUSTOMER EMAIL			
DEALER NAME				DEALER CODE	
DEALER ADDRESS					
LIENHOLDER NAME					
LIENHOLDER ADDRESS					
MSRP		LEASE CONTRACT FINANCE TERM	Months		
LEASE FINANCE CONTRACT DATE		ORIGINAL SCHEDULE TERMINATION DATE		ADDENDUM SALE DATE	
TOTAL ALLOWANCE MILES		ODOMETER READING at Lease Finance Contract Date			
COVERAGE	<input type="checkbox"/> Standard <input type="checkbox"/> Open Term If no COVERAGE TERM has been selected, the Standard Term will apply.				
DEDUCTIBLE	<input type="checkbox"/> \$0 <input type="checkbox"/> \$100 If no DEDUCTIBLE has been selected, the One Hundred Dollars (\$100) DEDUCTIBLE will apply.				
SINGLE EVENT MAXIMUM	<input type="checkbox"/> \$500 <input type="checkbox"/> \$1,000 If no SINGLE EVENT MAXIMUM has been selected, the Five Hundred Dollars (\$500) SINGLE EVENT MAXIMUM will apply.				

ADDENDUM SALE PRICE

AGREEMENT – When **Your Lease Finance Contract (Contract)** includes an **US Wear and Tear** provision and in consideration of the **Addendum Sale Price** above, this **US Wear and Tear Limited Physical Damage Protection Addendum** amends your **Contract** such that any provision which describes lease-end charges for excess wear and tear shall be considered amended by the terms of this **Addendum**. **You** will not be charged for **US Wear and Tear** as it is defined and described in this **Addendum**. All other terms and conditions of your **Contract**, including charges for wear and tear which are outside of the definition and description of **US Wear and Tear** used herein, remain in force.

By signing below, **You** acknowledge all of the following:

- The purchase of this **Addendum** is only available at the time **Contract** is originally executed.
- This **Addendum** is between **You** and **Us**.
- **You** and the **Dealer** confirm that the information contained on this **Declarations Page** is complete and accurate.
- **You** have received the **Addendum**, have read it and agree to all terms and conditions within it.
- **You** acknowledge that **You** understand the Arbitration provision.
- This **Addendum** is not considered insurance and does not take the place of insurance on the Vehicle. **You are responsible for insurance required by the Contract or applicable state law.**
- **THE PURCHASE OF THIS ADDENDUM IS NOT REQUIRED IN ORDER FOR YOU TO PURCHASE OR OBTAIN FINANCING FOR THIS VEHICLE.**
- **PURCHASE OF THIS ADDENDUM IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, OR THE TERMS OF THE VEHICLE MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM.**

Lessee Signature

Date

Dealer Signature

ADMINISTRATOR: UNITED STATES WARRANTY CORP.

22 N.E. 22nd Avenue • Pompano Beach, FL 33062 • Phone 954-784-9400 • Toll Free 1-866-247-4412
 White - Administrator • Green - Lessor • Yellow - Dealer • Gold - Lessee • Bottom White Page(s) - Lessee

ADDENDUM DEFINITIONS

Throughout this **Addendum** certain words and phrases appear in **bold face type**. These words have specific definitions in this document. Those definitions are found below.

Assigned Lessor ("Lessor"): The entity listed under the **Assigned Lessor** section of the **Declarations Page** of this **Addendum**.

Benefits: Those **US Wear and Tear Charges** which would otherwise have been assessed by the **Assigned Lessor** under the terms of **Your Lease Finance Contract**, but which will not be charged to **You** due to your purchase of this **Addendum**.

Commercial Purposes: The use of **Your Vehicle** to generate income, including but not limited to being used for rental, hire to public, taxi, limo, shuttle, delivery, hauling, plowing, towing, farm operations, or emergency purposes.

Cosmetic Damage: Damage or wear to the **Vehicle** that does not affect the operation of the **Vehicle**.

Dealer: The entity listed under the **Dealer** section of the **Declarations Page** of this **Addendum**.

Declarations Page: The first page of this **Addendum** containing the **Vehicle** information, and Coverage and Deductible elections, signed by **You**.

US Wear and Tear: Cosmetic Damage or Wear Damage as outlined in this **Addendum** that occurs to any non-mechanical (except as outlined in this **Addendum**) part of the **Vehicle** for which **You** are responsible.

Lease Finance Contract ("Contract"): The document that outlines the terms and conditions of **Your Lease** agreement.

Lessee ("I", "You", "Your"): The individual listed under the **Lessee** section of the **Declarations Page** of this **Addendum**.

Mechanical Damage: Damage to any mechanical or electrical part that contributes to the mechanical processes of the **Vehicle**.

Modifications: Any mechanical modification that is not recommended by the manufacturer or any cosmetic modification that alters the appearance of the **Vehicle's** interior or exterior and does not meet manufacturer specifications.

Pre-Existing Wear and Tear: US Wear and Tear that existed prior to the **Addendum Sale Date**.

Single Event: Cosmetic Damage that occurs to an individual or multiple part(s) of the **Vehicle** at the same time.

Single Event Maximum: As shown on the **Declarations Page**, the maximum that we agree to not charge to **You** due to **US Wear and Tear** for any **Single Event** or group of **Single Events** (if more than one event occurred to a single part)

Standard Automotive Insurance Policy: An insurance policy purchased by **You** from an insurer of **Your** choice that provides comprehensive and/or collision coverage.

Vehicle: The **Vehicle** specified in the "**Vehicle and Sale Information**" section of this **Addendum**.

Wear Damage: Cosmetic Damage that occurs over time that is not related to a **Single Event**.

COVERAGES

Standard Term: If "Standard Term" is selected on the **Declarations Page** of this **Addendum**, subject to the Deductible and the conditions, limitations and exclusions of this **Addendum**, **We** will not charge **You** any **US Wear and Tear** charges assessed under **Your Contract**, up to a maximum amount of Five Thousand Dollars (\$5,000). **You** must turn in **Your Vehicle** within ninety (90) days of the Original Scheduled Termination Date.

Open Term: If "Open Term" is selected on the **Declarations Page** of this **Addendum**, subject to the Deductible and the conditions, limitations and exclusions of this **Addendum**, **We** will not charge **You** any **US Wear and Tear** charges assessed under **Your Contract**, up to a maximum amount of Five Thousand Dollars (\$5,000). **You** may turn in **Your Vehicle** at any time prior to and up to ninety (90) days after the Original Scheduled Termination Date.

YOU WILL NOT BE ELIGIBLE TO RECEIVE BENEFITS UNDER THIS ADDENDUM IF YOU DO NOT TURN IN YOUR VEHICLE IN ACCORDANCE WITH THE TIME PERIOD FOR THE COVERAGE YOU SELECTED ON THE DECLARATIONS PAGE.

COVERED WEAR AND TEAR

All **US Wear and Tear** assessed and charged to **You** by **Your Lessor** is covered except as excluded or limited by the terms and conditions of this **Addendum**.

TERMINATION OF ADDENDUM

This **Addendum** will terminate, and no refund shall be due, on the date that any of the following events occur: 1) the date **Your Contract** is scheduled to mature, or a date agreed upon by **You** and **Us** not to exceed ninety (90) days after the Original Scheduled Termination Date; or 2) expiration of any redemption period following the repossession or surrender of the **Vehicle**; or 3) in the event of a constructive total loss or theft of the **Vehicle**; or 4) the date **Your Contract** is prepaid resulting in **Contract** maturity; 5) or **Your Contract** is refinanced; or 6) in the event **US Wear and Tear** charges are waived.

ELIGIBILITY

The following **Vehicles** are ineligible under this **Addendum**:

1. Any imported **Vehicle** that was not originally manufactured to meet U.S. Federal Motor **Vehicle** Standards.
2. Any **Vehicle** that was reconstructed from salvage, declared a total loss, declared a

lemon, or if the original manufacturer's warranty was voided for any reason.

3. Any **Vehicle** used for any competitive driving or racing.
4. Any **Vehicle** that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service; emergency response **Vehicles** including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up or delivery services; waste removal, dump truck, tow truck, hazardous material transportation; federal, state, or city government, or military use; fleet/pool **Vehicles** used by multiple drivers.
5. Any **Vehicle** that has the following characteristics: dump bed, step-van, high-cube van, incomplete **Vehicles**, right hand steering **Vehicles**, or **Vehicles** that have special bodies designed for commercial use.
6. Any **Vehicle** with an MSRP value greater than \$150,000.
7. **Vehicle** must have less than twenty thousand (20,000) miles on the odometer, and be no older than current or prior two (2) model years.
8. **Lease Finance Contracts** with terms less than twelve (12) months or greater than seventy-two (72) months are not eligible.

CONDITIONS

Benefits under this **Addendum** may be reduced or eliminated if any of the following conditions apply:

1. **Your Lease Finance Contract** does not contain an excess wear and tear provision or definition.
2. The **Dealer** did not assign **Your Contract** to a **Lessor**.
3. The **Lessor** determines that **Your Vehicle** does not have **US Wear and Tear** and assesses no charges to **You**.
4. **Your Vehicle** was repossessed.
5. **Your Vehicle** was used for racing or **Commercial Purposes**.
6. **Your Vehicle** has been declared a total loss by any insurance company.
7. **You** have not complied with all the terms and conditions of this **Addendum**.
8. **Your Vehicle** was not inspected prior to being returned to the **Lessor**.
9. **Your Lease Finance Contract** term is less than twelve (12) months or greater than seventy-two (72) months.
10. **Your Vehicle** had more than twenty thousand (20,000) miles on the odometer at the inception of this **Addendum**.
11. **Your Vehicle** was older than the current or prior two (2) model years at the inception of this **Addendum**
12. **Your Vehicle** is a private passenger **Vehicle** that is custom built, has a special purpose body, or is a self-contained recreational **Vehicle**.
13. **You** or any other party exercises a purchase option under **Your Contract**.
14. **You** purchased this **Addendum** after the date that **You** executed the **Contract**.
15. **You** have refinanced the **Vehicle** or renegotiated **Your Contract**.
16. If any information acknowledged by **You** as correct on the **Declarations Page** is found to be inaccurate.
17. If **Your Contract** was not terminated according to the terms outlined on the **Declarations Page**.
18. If **Your Vehicle's** odometer misrepresents **Your Vehicle's** actual mileage for any reason.

LIMITATIONS

1. Benefits under this **Addendum** are limited to **US Wear and Tear** charges assessed by the **Lessor** to **You** up to Five Thousand Dollars (\$5,000) total.
2. When a part of the **Vehicle** must be repaired, repainted or replaced due a **Single Event**, or multiple **Single Events**, that have occurred to that part, all events will be included in the repair, repaint or replacement. The repair, repaint or replacement cost will determine the eligibility under the **Single Event Maximum** selected on the **Declarations Page** of this **Addendum**. In the event tires need to be repaired or replaced, the **Single Event Maximum** will apply to all four tires; the **Single Event Maximum** does not apply to individual tires.

EXCLUSIONS

US Wear and Tear damages that are excluded from this **Addendum** and may be charged to **You** by **Your Lessor**, include but are not limited to:

1. **Pre-existing Wear and Tear** that was present on **Your Vehicle** when **You** signed the **Contract**.
2. Any **Single Event** charge that exceeds the **Single Event Maximum** selected on the **Declarations Page** of this **Addendum**.
3. Charge(s) resulting from: disposition fees, termination or extension fees, excess mileage charges, residual loss, forfeiture of **Your** security deposit, **Your** failure to fulfill **Your** contractual obligations, acts of war, fire, theft, vandalism, explosion, acts of nature, terrorism, or riot.
4. Reimbursement for any repairs, covered or not, that were completed prior to **Your Contract's** termination.
5. Reimbursement for any repairs, covered or not, that were not assessed against **You** by the **Lessor**.
6. Charges related to improper repairs, or **Modifications** including, but not limited to: replacement parts that do not meet the manufacturer's specifications, add-on parts, lifted or lowered ride height or suspension **Modifications**.

7. Charge(s) due to damage sustained to the **Vehicle's** frame, structural components or alignment.
8. Charge(s) related to the removal of window tinting, signage, lettering, bumper stickers, or other adhesive items and/or repair of damage incurred during their removal.
9. Charges related to inoperable interior electronics that exceed the **Single Event Maximum** selected on the **Declarations Page** of this **Addendum**.
10. Charges for missing interior and/or exterior parts (cosmetic or mechanical) whether removable by design or not, that exceed Five Hundred Dollars (\$500).
11. Charges for damage to mufflers, tailpipes, mirrors, door handles, and antennae masts totaling less than One Hundred Dollars (\$100).
12. Aftermarket additions that compromise the structural integrity of the **Vehicle** and any restoration required to correct the **Vehicle's** integrity after removal of such parts.
13. Charge(s) related to; **Mechanical Damage**, equipment or accessories added to the **Vehicle** after **You** signed this **Addendum**.
14. Supplemental Restraint Systems (SRS).
15. Paint or clear coat that is peeled or sandblasted.
16. Body and/or paint repairs that are incomplete or of poor quality.
17. Charges resulting from dishonest, intentional, fraudulent, criminal or illegal acts committed by **You** or any other party with or without **Your** knowledge.
18. **US Wear and Tear** that is covered by a service agreement, warranty, or manufacturer's or repairer's guarantee.
19. **US Wear and Tear** that would be covered by a **Standard Automotive Insurance Policy**, whether or not the policy is in force at time the **Vehicle** is turned in.
20. Charges in excess of what is customary and reasonable.

WHEN YOU TURN IN YOUR VEHICLE

Follow all instructions found in **Your Contract** and this **Addendum**.

You must contact the Administrator within ninety (90) days of surrendering **Your Vehicle** to the **Lessor** to receive benefits under this **Addendum**. **You** will be asked to provide the Administrator with the following: 1) front and back copy of this **Addendum**, 2) copy of the bill/invoice from the **Lessor** or the **Lessor's** inspector of the itemized **US Wear and Tear** charges, 3) copy of the **Vehicle** condition report, including pictures, signed by **You** upon return of the **Vehicle** to the **Lessor**, 4) copy of **Your** signed **Contract**, 5) if not indicated on any other documentation submitted, verification of the date that the **Vehicle** was surrendered to the **Lessor** via a copy of the return receipt issued, and 6) any other documentation as reasonably requested. **We** reserve the right to inspect the **Vehicle** prior to waiving any **Benefits** under this **Addendum**.

CANCELLATION AND TRANSFER

You have the unconditional right to cancel this optional **Addendum** for a refund/credit of the unearned portion of the **Addendum Sale Price** for this **Addendum** at any time. If any cancellation occurs within sixty (60) days of the **Addendum Sale Date**, so long as no **US Wear and Tear** charges have been waived by **Us**, **We** will refund **You** 100% of the **Addendum Sale Price**. After sixty (60) days, **We** will refund **You** a pro-rated amount of the **Addendum Sale Price**, less a Fifty Dollar (\$50) cancellation fee, so long as no **US Wear and Tear** charges have been waived by **Us**. All refund charges will be returned to **Us** unless proof of total payoff is provided by **You**. To cancel the **Addendum** and request a refund/credit, **You** must contact **Us**, in writing, at the address shown above. If **You** do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the Administrator shown above to assist **You** in obtaining any refund due.

We may cancel this **Addendum** for any reason during the first sixty (60) days of the **Addendum Sale Date**. After sixty (60) days, **We** may cancel this **Addendum** for material misrepresentation or fraud at time of sale, non-payment of **Addendum Sale Price**, or if the **Vehicle** is determined to be ineligible for coverage under the **CONDITIONS** section. If **We** cancel this **Addendum**, **We** will refund **You** 100% of the **Addendum Sale Price**, so long as no **US Wear and Tear** charges have been waived by **Us**.

We have the right to receive any portion of the cancellation refund amounts. If the **Vehicle** is repossessed, stolen or declared a total loss, **You** authorize **Us** to cancel this **Addendum**.

This **Addendum** may be transferred only when the original **Contract** is transferred with no change to any of its original terms and conditions. Prior to the transfer of this **Addendum**, **You** must provide written documentation to **Us** from the **Assigned Lessor** confirming the authorization of the transfer.

This **Addendum** will remain a part of the **Contract** upon the assignment or transfer of the **Contract** by the **Dealer**.

ADMINISTRATOR: UNITED STATES WARRANTY CORP.

22 N.E. 22nd Avenue • Pompano Beach, FL 33062 • Phone 954-784-9400 • Toll Free 1-866-247-4412
 White - Administrator • Green - Lessor • Yellow - Dealer • Gold - Lessee • Bottom White Page(s) - Lessee

Paintless dent repair

Eligibility:

Current plus 7 model years old

No mileage limitations

Vehicles with sheet metal body panels

Vehicles must be dent free at the time of sale

Excluded Vehicles: Aston Martin, Bentley, Chevrolet Corvette, Dodge Viper, Lamborghini, Lotus, Ferrari, Fisker, Maserati, Maybach, McLaren & Rolls Royce

Deductible:

\$0

Coverage:

Exterior dents and dings less than 4 inches in diameter

Unlimited usage during the term of the contract

Benefits:

Transfer of coverage

For a low fee of \$50, limited warranty may be transferred to a subsequent retail purchaser, thus adding resale value to the vehicle. The transfer must be made within 15 days of change in vehicle ownership by the customer forwarding us the following:

- A letter containing their authorization to transfer and the name and address of the new owner listing the agreement number, VIN, make and model of vehicle, date of sale of the vehicle, and certification that the vehicle is undamaged

State restrictions:

Florida & New York- rates must be filed

Washington & Alaska- not available

Paintless Dent Repair Service Contract

United States Warranty Corp.



A Protective Company

Contract Number: **DDU**

REGISTRATION PAGE

VIN Number	Vehicle Information	Year	Make	Model
Contract Holder(s) Name				
Contract Holder(s) Address				
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)		
Seller Name			Seller Telephone	
Seller Address			Seller Number	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Coverage	Paintless Dent Repair
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Contract Purchase Date	Odometer Reading at Contract Purchase Date	Deductible	<input checked="" type="checkbox"/> \$0
Term Months		Contract Expiration Date	
Contract Price	\$	Vehicle Purchase Price / Lease Price	\$

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE. SOME OF THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS OR IMPLIED WARRANTIES THAT MAY ACCOMPANY THE PURCHASE OF THE VEHICLE.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE UNDER THIS CONTRACT.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002 and CA VSCP License No. 0D12145), P.O. Box 1967, Pompano Beach, FL 33061, 1-800-432-4566.

Certification: I acknowledge that: (1) I have selected and understand the Coverage indicated above; (2) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section L (Arbitration and Other Matters Concerning Disputes) requiring the parties to this Contract to submit any claims arising from or relating to this Contract to binding arbitration; and (3) you and your affiliated companies may send information about this Contract and promotions to my e-mail address, if provided.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS CONTRACT

Contract Holder Signature

Date

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price. You may contact us by mail at P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except in Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

SECTION A DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page.

1. **Covered Part(s)** means vertical and horizontal steel or aluminum body panels that are painted and are accessible on the exterior of your Vehicle and not specifically excluded in Section G (Exclusions).
2. **Covered Repair** means the repair of one or more Covered Part(s) for which we have a reimbursement obligation greater than zero dollars under this Contract.
3. **Paintless Dent Repair** means a technical process to repair dents and dings that utilizes specialized tools to gently push / pull dented metal on your Vehicle back to its original form.
4. **Registration Page** means the first page of this Contract, containing information about this Contract, you and the Vehicle.
5. **PDR Provider**: means a company authorized by us to perform Paintless Dent Repair on your Vehicle.
6. **You** and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.
7. **We, us** and **our** refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (Florida License No. 60002 and CA VSCP License No. 0D12145)

SECTION B YOUR RESPONSIBILITIES

You have the responsibility to reasonably protect the Vehicle from further damage. You have the responsibility to follow the procedures for reporting a claim for benefits as described in Section F (Claim Procedures), and to cooperate fully with our reasonable requests to inspect the Vehicle or establish ownership of the Vehicle in the event you report a claim for benefits. **YOU MUST OBTAIN PRAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.**

SECTION C WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends on the Contract Expiration Date or when the Contract is cancelled under the provisions of Section K (Contract Cancellation).

SECTION D DEDUCTIBLE

Each time there is a Covered Repair, the amount of the Deductible will be \$0.

SECTION E COVERAGE

Subject to the Deductible and other provisions of this Contract, we will pay the PDR Provider for the pre-authorized cost of a Covered Repair occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and payment decisions:

We reserve the right to inspect the Vehicle and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited as described below:

Paintless Dent Repair: Repair of minor dents and dings up to 4" four inches in diameter on a Covered Part(s) utilizing Paintless Dent Repair.

We and the PDR Provider each have the authority to determine if Paintless Dent Repair can be utilized to repair your Vehicle.

SECTION F CLAIM PROCEDURE

To obtain service:

1. **You must contact us before this Contract expires or is cancelled at 1-800-432-4566 to obtain prior authorization.**
2. **Upon authorization approval, you will be contacted by the PDR Provider to schedule an appointment.**

SECTION G EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. **Repairs falling within or resulting from any of the following descriptions:**

not authorized in advance ~ not performed by a PDR Provider ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ that may damage the Vehicle's paint or finish ~ dents where the paint is chipped or cracked ~ dents that are not repairable using Paintless Dent Repair ~ dents that require any type of conventional body shop methods, including but not limited to replacement of any vertical or horizontal body panels, painting, body filler, soldering, welding or sanding ~ dents where access is restricted including but not limited to bracing, double metal panels or aftermarket installations of services or equipment ~ dents where Paintless Dent Repair would damage the Vehicle's paint or finish ~ dents that have broken the paint / paint surface or punctured the steel or aluminum body panels ~ creased metal and edges where it is determined that the Vehicle's bracing doesn't allow for Paintless Dent Repair ~ dents larger than 4" four inches in diameter ~ dents on interior body panels including but not limited to pick-up truck tailgates and or beds ~ dents on interior floor panels including but not limited to pick-up truck bed floors ~ dents on undercarriage of your Vehicle.

2. **Losses and costs falling within or resulting from any of the following descriptions:**

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or

structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage ~ normal wear and tear ~ consequential damages and losses.

3. **If the Vehicle falls within any of the following descriptions:**
is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.
4. **Parts, services and items falling within any of the following descriptions:**
painting and re-painting ~ bonding fillers ~ body panel replacement ~ chrome ~ bumpers ~ grills ~ glass ~ body panels with fiberglass, plastic or other non-metal composites ~ body panels with matte paint finish, finish film or vinyl wraps ~ roof body panels that include sunroofs, moon-roofs or convertible hardtop ~ not specified in Section E (Coverage) ~ alignments, shop supplies, and any other items subject to scheduled and/or routine maintenance or wear damage.

SECTION H CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in paintless dent repair service contract coverage, but who were not responsible for adjudicating your claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USWclaimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.,
P.O. Box 1967, Pompano Beach, FL 33061
Attn: Claim Review

SECTION I LIMITS OF LIABILITY

The total dollar benefits paid under this Contract are limited to the Vehicle Purchase Price if you purchased the Vehicle, or the Lease Price if you leased the Vehicle. The total dollar benefit paid for any given Covered Repair is limited to the average trade-in value of the Vehicle (excluding tax, title and license fees) immediately prior to a Covered Repair based on the then most recent National Automobile Dealer Association Used Car Guide (or a comparable guide, if that guide has been discontinued). The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

SECTION J CONTRACT TRANSFER

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

SECTION K CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your

written and currently dated request, on our cancellation form, to us by mail, fax or email.

P.O. Box 1967, Pompano Beach, FL 33061
Fax 954-545-5172 USWcancels@Protective.com

- Cancellation will be effective as of the date we receive your cancellation form.
2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.
 3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
 4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
 5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

SECTION L ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration

administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section H (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SECTION M GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

SECTION N STATE AMENDMENT REQUIREMENTS/DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation

request.

- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Alaska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 3 of Section G (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.**

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
 - c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - d. You commit a substantial breach of duties related to the Vehicle; or
 - e. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract or in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing

fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 7.5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty, based on the Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty, based on the unearned Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section H (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

Subsection 2 of Section G (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions:**
arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste

disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear ~ consequential damages and losses.

Section L (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

8. **Punitive damages** means those imposed to punish a wrongdoer and to deter others from similar conduct.
9. **Exemplary damages** means those awarded in addition to actual damages.

Subsection 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

L. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

The California license number for United States Warranty Corp. dba USWC, Inc., is 0D12145.

This Contract does not cover pre-existing conditions or damages.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- e. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date

and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

L. Matters Concerning Disputes

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

District of Columbia

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

L. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its

breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The Florida License number for United States Warranty Corp. is 60002.

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

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract; or
 - b. You did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the Amount Paid, less any claims paid and a processing fee of 5% of the Amount Paid or \$75, whichever fee is less.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 2 of Section G (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. Losses and costs falling within or resulting from any of the following descriptions:

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage known to you ~ normal wear and tear ~ consequential damages and losses.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

- a. The written notice must state the effective date of cancellation;
- b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
- c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.

If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
 - b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

L. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

- 2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

- 3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata

basis and will be an amount determined based on unused Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Illinois

Subsections 1 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

- 1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.

P.O. Box 1967, Pompano Beach, FL, 33061

Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Indiana

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Registration Page for the Administrator's address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Louisiana

The following is added to the Contract:

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

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least

15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Maine

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned

Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

If a claim occurs and is reported during the term of your Contract, we will process and adjudicate the claim in accordance with the terms and conditions of the Contract even if the Contract expires or is cancelled prior to a Covered Repair being completed.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Massachusetts

The following is added to the Contract:

This Contract does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Section J (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. If the transferee does

not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsection 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Minnesota

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Mississippi

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. A material misrepresentation by you to us; or
- b. You did not pay the Contract Price.

Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the

Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

1. IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A

COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENTS AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.

3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.

4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION H (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A

COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.

5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.
P.O. Box 1967, Pompano Beach, FL, 33061
Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nebraska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Section J (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are

subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
 - a. Your conviction of a crime which results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
 - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
 - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
 - e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
 - e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective

Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section L (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

New Jersey

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Mexico

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the

Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:

- a. Your conviction of a crime that results in an increase in the service required under this Contract;
- b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
- d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

North Carolina

Subsection 2 of Section K (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.

Ohio

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty

Corp. dba United States Warranty Corp. of Florida is 44198038.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Subsection 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

South Carolina

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, or by phone at 1-800-768-3467.

This Contract is not insurance.

This Contract does not cover pre-existing conditions.

Subsections 2 and 3 of Section K (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. The Vehicle's odometer does not accurately indicate actual miles driven because it was disconnected, altered, tampered with or not promptly repaired;
 - b. The Vehicle is used in a manner not covered under this Contract (see Section G. Exclusions and Other Coverage Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
 - c. The Vehicle's manufacturer-installed truck bed has been replaced with a substitute truck bed or other parts or equipment, the Vehicle has a branded title or the Vehicle's rating exceeds one ton; or
 - d. You did not pay the full Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the full Contract Price, a material misrepresentation, or a substantial breach of duties by You.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The second paragraph on page 2 of this Contract is deleted and

replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
 - e. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract does not allow for the use of a non-manufacturers' part because this Contract does not provide coverage for the replacement of any Covered Part(s).

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page is not applicable in Utah and is deleted in its entirety.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has

been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Section F (Claim Procedure) is amended by adding the following:

Prior authorization is not required in the event of an emergency repair rendering your Vehicle inoperable occurring after normal business hours. In the event of an emergency repair, you must contact us the next business day during normal business hours at 1-800-432-4566 to report the claim. All other repairs require prior authorization.

Subsection 2 of Section K (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
- c. Substantial breach of contractual duties, conditions or warranties; or
- d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section L (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section H (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact

the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. Material misrepresentation by you to us;
- b. Substantial breach of duties by you relating to the Vehicle or its use; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

d. In the event of a total loss of the Vehicle, you may cancel this Contract and we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the

American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Wyoming

Subsections 2, 3 and 4 of Section K (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. If this Contract is cancelled because the Vehicle is repossessed, the Lienholder or Lessor will be the sole payee of the refund. If this Contract is cancelled because of a total loss of the Vehicle, the Lienholder or Lessor will be the sole payee of the refund, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the Lienholder or Lessor shall be named as their interest may appear.

Section L (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

L. MATTERS CONCERNING DISPUTES

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

Key repair & replacement

Eligibility:

Most new and used vehicles with 2 sets of keys at the time of delivery
No age limit or mileage restrictions

Deductible:

\$0

Coverage:

Repair or replacement of vehicle key(s)/ remote(s) stolen, damaged, lost or destroyed. Coverage is limited to \$800 per replacement or covered repair and one key/remote replacement every year.

Covered repair or replacement to replace other key(s) lost, stolen, damaged or destroyed. Up to \$250 per covered repair or replacement.

Benefits:

Substitute transportation

The customer will be reimbursed up to \$50 per day for a maximum of two days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation if you have a Covered Repair or Replacement and are not able to repair or replace your Vehicle Key(s)/Remote(s) and drive the Vehicle on the same day as the Vehicle Key(s)/Remote(s) are lost, stolen, damaged or destroyed.

Towing and lock-out allowance

The customer will be reimbursed up to \$100 per occurrence for towing and/or lockout expenses due to your vehicle key(s)/ remote(s) being stolen, lost, damaged or destroyed.

Key Repair and Replacement Service Contract

United States Warranty Corp.



A Protective Company

REGISTRATION PAGE

Contract Number: **KUS**

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Contract Holder(s) Name				
Contract Holder(s) Address				
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)		
Seller Name			Seller Telephone	
Seller Address			Seller Number	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Coverage	Key Repair and Replacement
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Contract Purchase Date	Odometer Reading at Contract Purchase Date	Deductible	<input checked="" type="checkbox"/> \$0
Term Months		Contract Expiration Date	
Contract Price	\$		

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE. SOME OF THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS OR IMPLIED WARRANTIES THAT MAY ACCOMPANY THE PURCHASE OF THE VEHICLE.

YOU MUST OBTAIN PREAUTHORIZATION FROM US FOR ALL KEY REPAIRS AND REPLACEMENTS MADE UNDER THIS CONTRACT.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002 and CA VSCP License No. 0D12145), P.O. Box 1967, Pompano Beach, FL 33061, 1-800-432-4566.

Certification: I acknowledge that: (1) I have selected and understand the Coverage indicated above; (2) I have received two sets of properly functioning Vehicle Keys/Remotes; (3) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section M (Arbitration and Other Matters Concerning Disputes) requiring the parties to this Contract to submit any claims arising from or relating to this Contract to binding arbitration; and (4) you and your affiliated companies may send information about this Contract and promotions to my e-mail address, if provided.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS CONTRACT

Contract Holder Signature

Date

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price. You may contact us by mail at P.O. Box 1967, Pompano Beach, FL, 33061, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except in Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

SECTION A DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page.

1. **Covered Part(s)** means the Vehicle Key(s)/Remote(s) or Other Key(s) identified as subject to coverage in Section E (Coverage) and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).
2. **Covered Repair or Replacement** means the repair or replacement of Covered Part(s) for which we have a reimbursement obligation greater than zero dollars under this Contract.
3. **Vehicle Key(s)/Remote(s)** means the two keys/remotes provided with the Vehicle's original delivery or replacements of such key(s)/remote(s).
4. **Other Key(s)** means your non-programmable residence, office, motorcycle, travel trailer and motor home keys.
5. **Registration Page** means the first page of this Contract containing information about this Contract, you and the Vehicle.
6. **Repair Facility** means any licensed automotive repair facility operated by the Seller or operated by an original equipment manufacturer (OEM) vehicle dealership.
7. **You** and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.
8. **We, us** and **our** refer to the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (Florida License No. 60002 and CA VSCP License No. 0D12145)

SECTION B YOUR RESPONSIBILITIES

You have the responsibility to follow the procedures for reporting a claim for benefits as described in Section F (Claim Procedures), and to cooperate fully with our reasonable requests to establish ownership of the Vehicle in the event you report a claim for benefits. In the event of an unauthorized after normal business hours repair or replacement, you must submit any claim for reimbursement to us with all documentation required for processing your claim within 90 days after a Covered Repair or Replacement. You must have possession of two properly functioning Vehicle Key(s)/Remotes on the Contract Purchase Date or any subsequent transfer date. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS OR REPLACEMENTS ARE MADE.**

SECTION C WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on

the Contract Purchase Date and ends on the Contract Expiration Date or when the Contract is cancelled under the provisions of Section L (Contract Cancellation).

SECTION D DEDUCTIBLE

Each time there is a Covered Repair or Replacement, the amount of the Deductible will be \$0. A Deductible does not apply to the additional benefits described in Section G (Additional Benefits).

SECTION E COVERAGE

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace Covered Part(s) if a repair or replacement is required as a result of the Covered Part(s) being lost, stolen, damaged or destroyed and occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be new, used or like kind and quality.**
2. We will not pay for expenses that exceed the manufacturer's suggested retail price for Covered Part(s).
3. We reserve the right to request proof of Vehicle ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair or Replacement to the extent you recover more than your actual loss, collectively, from us and one or more third parties.
4. Any replacement Vehicle Key(s)/Remote(s) or Other Key(s) will be treated as a Covered Part(s) until this Contract expires or is cancelled.

Coverage is limited as described below:

Key Repair and Replacement

Repair or replacement of Vehicle Key(s)/Remote(s) lost, stolen, damaged or destroyed, including any applicable programming. Coverage is limited to \$800 per Covered Repair or Replacement, and we will only replace one Vehicle Key/Remote every 12 months beginning from the Contract Purchase Date during the Term of this Contract.

Up to \$250 per Covered Repair or Replacement to replace Other Key(s) lost, stolen, damaged or destroyed.

SECTION F CLAIM PROCEDURE

Vehicle Key(s)/Remote(s)

1. **If Vehicle Key(s)/Remote(s) are damaged or destroyed, take your Vehicle and the Vehicle Key(s)/Remote(s) to a Repair Facility for inspection before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible. If Vehicle Key(s)/Remote(s) are lost or stolen take a copy of the Contract or the Contract Number to the Repair Facility, if possible.**
2. **You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**
3. **Within 90 calendar days after the Covered Repair or Replacement is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

In the event of an unauthorized emergency repair or replacement performed outside of normal business hours, please submit copies of an itemized, dated repair order and/or an invoice for a replacement, as applicable, and paid receipt(s) to us for reimbursement within 90 days after the Covered Repair or Replacement of Vehicle Key(s)/Remote(s). Reimbursement will be made according to the terms of this Contract.

Other Key(s)

If Other Keys are lost, stolen, damaged or destroyed, furnish us

with copies of an itemized, dated repair order and/or an invoice for a replacement, as applicable, and paid receipt(s) within 90 calendar days after a repair or replacement. Reimbursement will be made according to the terms of this Contract.

SECTION G ADDITIONAL BENEFITS

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. **Towing and Lock-Out Allowance:**

Towing and lock-out allowance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable or you are locked out of your Vehicle, due to Vehicle Key(s)/Remote(s) being lost, stolen, damaged or destroyed, or locked inside of your Vehicle (regardless of whether it results in a Covered Repair or Replacement). This allowance includes reimbursement for expenses incurred to have your Vehicle towed to a Repair Facility and/or to obtain assistance to unlock your Vehicle. We will reimburse you up to \$100 per occurrence for towing and/or lock out expenses you incur. **You must make your own arrangements for towing and lock-out assistance.** We will not reimburse you to the extent you are entitled to towing benefits, lock-out assistance, or reimbursement from another source.

2. **Substitute Transportation:**

We will reimburse you up to \$50 per day, for a maximum of 2 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation if you have a Covered Repair or Replacement and are not able to repair or replace your Vehicle Key(s)/Remote(s) and drive the Vehicle on the same day as the Vehicle Key(s)/Remote(s) are lost, stolen, damaged or destroyed. **You must make your own arrangements for substitute transportation.** We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source.

SECTION H EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. **Repairs or replacements falling within or resulting from any of the following descriptions:**

not authorized in advance, except unauthorized emergency repairs and replacements performed outside of normal business hours as provided for in Section F (Claim Procedures) ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ Vehicle Key(s)/Remote(s) replacements that exceed one replacement per every 12 months beginning from the Contract Purchase Date during the term of this Contract ~ if the Vehicle is leased, replacement of, and any charge assessed for, any Vehicle Key(s)/Remote(s) that are not accounted for during the Vehicle return process and any Seller or Lessor subrogation for such Vehicle Key(s)/Remote(s).

2. **Losses and costs falling within or resulting from any of the following descriptions:**

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ consequential damages and losses ~ costs associated with reprogramming the

Vehicle's main body engine control unit ~ occurring outside of either the United States, its territories and possessions, or Canada ~ a pre-existing condition or damage ~ normal wear and tear, including but not limited to battery replacement or cosmetic damage to Vehicle Key(s)/Remote(s).

3. **If the Vehicle falls within any of the following descriptions:**

is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.

4. **Parts, services and items falling within any of the following descriptions:**

shop supplies ~ remote/transponder/smart cards for vehicles other than the Vehicle listed on the Registration Page ~ residential or commercial alarm system keys or locks ~ wheel lock keys ~ stolen vehicle security systems ~ steering wheel lock keys ~ home security system keys and/or remote controls ~ garage door keys and/or remote controls ~ gated or fenced-in community or building keys ~ after-market (non-manufacturer) keys and/or remotes ~ Other Keys and/or Remote(s) that are programmable ~ locksmith fees ~ any other items subject to scheduled and routine maintenance or wear damage ~ not specified in Section E (Coverage).

SECTION I CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in key repair or replacement service contract coverage, but who were not responsible for adjudicating your claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USWclaimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.
P.O. Box 1967, Pompano Beach, FL 33061
Attn: Claim Review

SECTION J

LIMITS OF LIABILITY

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

SECTION K

CONTRACT TRANSFER

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

SECTION L

CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your

written and currently dated request, on our cancellation form, to us by mail, fax or email.

P.O. Box 1967, Pompano Beach, FL 33061
Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

SECTION M ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's

arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SECTION N GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

SECTION O STATE AMENDMENT REQUIREMENTS/DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.
3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a

- refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
 - e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Alaska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 3 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions:**
is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
 - b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
 - c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
 - d. You commit a substantial breach of duties related to the Vehicle; or
 - e. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract or in pursuing a claim under this Contract.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 7.5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. We shall refund or credit your account within 45 days from: (1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty, based on the Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty, based on the unearned Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

Subsection 2 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of**

the following descriptions:

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ consequential damages and losses ~ costs associated with reprogramming the Vehicle's main body engine control unit ~ occurring outside of either the United States, its territories and possessions, or Canada ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear, including but not limited to battery replacement or cosmetic damage to Vehicle Key(s)/Remote(s).

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section A (Definitions) is amended by adding the following:

9. **Punitive damages** means those imposed to punish a wrongdoer and to deter others from similar conduct.

10. **Exemplary damages** means those awarded in addition to actual damages.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

The California license number for United States Warranty Corp. dba USWC, Inc., is 0D12145.

This Contract does not cover pre-existing conditions and damages.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a

California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- e. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a

pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

District of Columbia

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two

years after this Contract has expired.

Florida

The following is added to the Contract:

The Florida License number for United States Warranty Corp. is 60002.

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

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract; or
 - b. You did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the Amount Paid, less any claims paid and a processing fee of 5% of the Amount Paid or \$75, whichever fee is less.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Hawaii

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Illinois

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.
P.O. Box 1967, Pompano Beach, FL 33061

Fax 954-545-5172 USWcancels@Protective.com
Cancellation will be effective as of the date we receive your cancellation form. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Indiana

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Registration Page for the Administrator's address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.
 We shall mail a written notice to you at your last known address,

stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Louisiana

The following is added to the Contract:

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

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount

Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Maryland

The following is added to the Contract:

If a claim occurs and is reported during the term of your Contract, we will process and adjudicate the claim in accordance with the terms and conditions of the Contract even if the Contract expires or is cancelled prior to a Covered Repair or Replacement being completed.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Massachusetts

The following is added to the Contract:

This Contract does not cover a property and casualty related loss, such as a loss due to theft, vandalism or collision.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days

after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Minnesota

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Mississippi

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. A material misrepresentation by you to us; or
- b. You did not pay the Contract Price.

Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days

and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

1. **IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**
2. **SUBJECT TO THE PRECEDING**

PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENTS AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.

3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.

4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE

THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.

5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair or Replacement is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. You may cancel this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

P.O. Box 1967, Pompano Beach, FL 33061

Fax 954-545-5172 USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount

Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nebraska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Section K (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:

- a. Your conviction of a crime which results in an increase in the service required under this Contract;
- b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
- c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
- d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
- e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The second paragraph on page 2 of this Contract is deleted and

replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair or Replacement within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

New Mexico

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
 - a. Your conviction of a crime that results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
 - d. You did not pay the Contract Price.We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated

on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

North Carolina

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.

Ohio

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair or Replacement is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038. This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by

nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

South Carolina

The following is added to the Contract:

In the event of a disputed claim, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467. This Contract is not insurance.

The Contract does not cover pre-existing conditions.

Subsection 1 of Section E (Coverage) is deleted and replaced with the following:

1. The replaced parts or components will, at our option, be new, used or remanufactured parts or components of like kind and quality compatible with the original design specifications and wear tolerances of the Vehicle and will comply with applicable state and federal laws.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. The Vehicle's odometer does not accurately indicate actual miles driven because it was disconnected, altered, tampered with or not promptly repaired;
 - b. The Vehicle is used in a manner not covered under this Contract (see Section H. Exclusions and Other Coverage Limitations) or has been altered beyond the manufacturer's specifications, except as otherwise allowed under this Contract;
 - c. The Vehicle's manufacturer-installed truck bed has been replaced with a substitute truck bed or other parts or equipment, the Vehicle has a branded title or the Vehicle's rating exceeds one ton; or
 - d. You did not pay the full Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation.

Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount paid or \$75, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the Amount Paid. If you have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the lesser of the amount determined based on unused Term Months or unused Term Miles.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair or Replacement is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount

Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page is not applicable in Utah and is deleted in its entirety.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Section F (Claim Procedure) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation;
 - b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
 - c. Substantial breach of contractual duties, conditions or warranties; or
 - d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

This Contract is amended by deleting all references to stolen Covered Part(s), Vehicle Key(s)/Remote(s) or Other Key(s). Theft coverage is not available in Wisconsin.

Ancillary combo

Coverage:

3 in 1 combo - Tire & wheel, paintless dent repair, and key repair & replacement

4 in 1 combo - Tire & wheel, tire & wheel with cosmetic repair, paintless dent repair, and key repair & replacement

5 in 1 combo - Tire & wheel, tire & wheel with cosmetic repair, paintless dent repair, key repair & replacement, and windshield repair

Ineligible vehicles: Alfa Romero, Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, and Maybach

Benefits:

Rental car allowance

The customer will be reimbursed up to \$50 per day for a maximum of two days for same day rental (immediately effective when the vehicle is accepted for a covered repair).

Towing/flat tire allowance

The customer will be reimbursed up to \$100 per repair visit for towing or flat tire Assistance involving a covered mechanical breakdown repair.

Towing and lock-out allowance

The customer will be reimbursed up to \$100 per occurrence for towing and/or lockout Expenses due to your vehicle key(s)/ remote(s) being stolen, lost, damaged or destroyed.

Transfer of coverage

For a low fee of \$40, the service contract may be transferred to the next owner of the vehicle if the contract has not been cancelled or has expired. The transfer must be made within 30 days of change in vehicle ownership by the customer forwarding the administrator a transfer request form signed by you and the next owner.

This contract is cancellable

Tire

Eligibility:

This tire plan covers the repair or replacement of tires damaged by road hazards. This repair or replacement also includes mounting and balancing, wheel weights, valve stems, patches/ pact plugs, and disposal fees.

Tire & wheel

Eligibility:

This plan covers each auto tire and wheel on which they are mounted for the usable tread life of the tire, which becomes unserviceable as a result of a road hazard.

Road hazard is defined as debris on the road surface or road surface conditions, such as potholes, cracks and breaks.

Deductible:

\$0

Terms:

2- 5 years

Tire & wheel with cosmetic repair

Eligibility:

In addition to the tire & wheel plan, this plan will provide for the limited repair of cosmetic surface damage to any covered alloy wheel due to a road hazard.

Ineligible vehicles: Alfa Romero, Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, and Maybach

Deductible:

\$0

Terms:

2- 5 years

Paintless dent repair

Deductible:

\$0

Coverage:

Exterior dents and dings less than 4 inches in diameter

Unlimited usage during the term of the contract

Hail damage coverage up to \$500 (Florida has a \$1000 limit)

Key repair and replacement

Deductible:

\$0

Coverage:

Repair or replacement of vehicle key(s)/ remote(s) stolen, damaged, lost or destroyed. Coverage is limited to \$800 per replacement or covered repair and one key/remote replacement every year.

Windshield repair

Coverage:

Repair of minor cracks and chips up to 6 inches in length caused by a road hazard

Deductible:

\$0

Combo Service Contract

United States Warranty Corp.



A Protective Company

REGISTRATION PAGE

Contract Number: **COM**

VIN (Vehicle Identification Number)	Vehicle Information	Year	Make	Model
Contract Holder(s) Name				
Contract Holder(s) Address				
Contract Holder(s) Telephone		Contract Holder(s) Email (Optional)		
Seller Name			Seller Telephone	
Seller Address			Seller Number	
Lienholder/Lessor Name				
Lienholder/Lessor Address				

Coverage	<input type="checkbox"/> 3 in 1 Combo	Tire & Wheel • Paintless Dent Repair • Key Repair & Replacement
	<input type="checkbox"/> 4 in 1 Combo	Tire & Wheel • Tire & Wheel with Cosmetic Repair • Paintless Dent Repair Key Repair & Replacement
	<input type="checkbox"/> 5 in 1 Combo	Tire & Wheel • Tire & Wheel with Cosmetic Repair • Paintless Dent Repair Key Repair & Replacement • Windshield Repair

Contract Purchase Date	Odometer Reading at Contract Purchase Date	Deductible	<input checked="" type="checkbox"/> \$0
Term Months		Contract Expiration Date	
Contract Price	\$	Vehicle Purchase Price / Lease Price	\$

If the information you or the Seller provided does not meet the requirements for this Contract, we will try to obtain the correct information. If we cannot obtain the correct information, we will void the Contract within 90 days of our receipt of the Registration Page and return the Contract Price to either you, the Seller or the lender (you should contact your Seller or lender to obtain a refund of any finance charges incurred). If you have neglected to sign the Contract, we will keep the Contract in force until it expires or is cancelled.

The Contract Price does not include any state, local or other sales tax. The Seller is responsible for determining if any of these apply to this transaction and, if so, for calculating, collecting, remitting and, as applicable, refunding any such taxes.

PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR LEASE A VEHICLE OR OBTAIN VEHICLE FINANCING. THIS CONTRACT IS NOT A WARRANTY OR INSURANCE. SOME OF THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS OR IMPLIED WARRANTIES THAT MAY ACCOMPANY THE PURCHASE OF THE VEHICLE.

YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS AND/OR REPLACEMENTS ARE MADE UNDER THIS CONTRACT.

The obligor, provider and administrator is United States Warranty Corp. (Florida License No. 60002 and CA VSCP License No. 0D12145), P.O. Box 1967, Pompano Beach, FL 33061, 1-800-432-4566.

Certification: I acknowledge that (1) I have selected and understand the Coverage indicated above; (2) I have received two sets of properly functioning Vehicle Keys/Remotes; (3) I have read and understand the disclosures listed above and the terms and conditions of this Contract, including the arbitration provision in Section 12 (Arbitration and Other Matters Concerning Disputes) requiring the parties to this Contract to submit any claims arising from or relating to this Contract to binding arbitration; and (4) you and your affiliated companies may send information about this Contract and promotions to my e-mail address, if provided.

Contract Holder Signature _____

Date _____

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS CONTRACT

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the coverage selected. You may contact us by mail at P. O. Box 1967, Pompano Beach, FL, 33061, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company in all states except in Florida. In Florida, a reserve is established to cover benefits under this Contract. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may, except in Florida, file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company in all states except Florida. In Florida, contact us.

SECTION 1 GENERAL DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page.

- **Registration Page** means the first page of this Contract containing information about this Contract, you and the Vehicle.
- **You** and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.
- **We, us** and **our** refer the obligor, provider and administrator, United States Warranty Corp. (USWC), P.O. Box 1967, Pompano Beach, FL, 33061, 1-800-432-4566. United States Warranty Corp. does business under the name of United States Warranty Corp. of Florida in AZ, CT, DE, IL, IN, IA, ME, MI, MN, MS, NV, OK, OR, SC, SD, TN, WA, WI and WY; USWC, Inc. in CA, HI and RI; USWC of Florida in ND and NH; and USWC in MA. (Florida License No. 60002 and CA VSCP License No. 0D12145)

SECTION 2 WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01AM (your local time) on the Contract Purchase Date and ends on the Contract Expiration Date or when the Contract is cancelled under the provisions of Section 11 (Contract Cancellation).

SECTION 3 DEDUCTIBLE

Each time there is a Covered Repair, the amount of the Deductible will be \$0. A Deductible does not apply to the additional benefits described in Section 4E and 6E (Additional Benefits).

SECTION 4 TIRE & WHEEL AND TIRE & WHEEL WITH COSMETIC REPAIR

A. Definitions

The following definitions apply to Tire & Wheel and Tire & Wheel with Cosmetic Repair along with the definitions in Section 1 (General Definitions).

- **Cosmetic Damage** means repairable scrapes, scuffs, scratches or abrasions on the surface of a manufacturer's brushed or painted alloy wheel.
- **Covered Part(s)** means one or more of the parts or components identified as subject to coverage in Section 4C (Coverage) for the Coverage selected and not specifically excluded in Section 4F (Exclusions and Other Coverage Limitations).
- **Covered Repair** means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation

greater than zero dollars under this Contract.

- **Repair Facility** means any licensed automotive repair facility operated by the Seller or an independent provider.
- **Road Hazard** means a condition on public, paved streets while driving in a legal manner such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, causing damage to the tire(s) and/or wheel(s) attached to your Vehicle.

B. Your Responsibilities

You have the responsibility to properly maintain the tires on your Vehicle as recommended by the tire manufacturer and/or manufacturer of your Vehicle and perform all manufacturer recommended and preventive maintenance including alignments, rotations and balancing, and to reasonably protect the Vehicle from further damage when one or more parts fail. You have the responsibility to maintain records of maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in Section 4D (Claim Procedures), and to cooperate fully with our reasonable requests to examine maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. You have the responsibility to see that your tires are maintained and operated at the proper inflation pressures. Check the air pressure of each tire, including the spare, at least monthly when the tires are cool. It is your responsibility to replace any tire when the tread depth, at its lowest point, reaches 2/32" of an inch. In the event of an unauthorized after normal business hours repair, you must submit any claim for reimbursement to us with all documentation required for processing your claim within 90 days after a Covered Repair has been performed. If a higher priced tire or wheel is accepted as a replacement, the difference in price will be your responsibility. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.

C. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace a Covered Part if the repair or replacement is required as a result of damage from a Road Hazard or from Cosmetic Damage occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.
2. We reserve the right to inspect the Vehicle, including its tires and/or wheels, and its maintenance records, and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.
3. Any tire(s) and/or wheel(s) replaced on your Vehicle due to damage from a Road Hazard will be treated as a Covered Part(s) until this Contract expires or is cancelled.

Coverage is limited to the parts and other items described below:

Tire & Wheel Coverage: Repair or if non-repairable replace each tire attached to your Vehicle with a tread depth of 3/32" of an inch or more due to damage from a Road Hazard. The replacement tire is limited to the same tire as the Vehicle's original equipment manufacturer's tire or a comparable tire of like kind and quality if the original equipment manufacturer's tire is not available or out of production. Repair or if non-repairable replace each wheel attached to your Vehicle that will not seal or hold air after a tire is repaired or replaced due to a Road Hazard. The replacement wheel is limited to the same wheel as the Vehicle's original equipment manufacturer's wheel or a comparable wheel of like kind and quality if the original equipment manufacturer's wheel is not available or out of production.

The repair or replacement of a tire will include the following as applicable: mounting, balancing, wheel weights, valve stems,

patches/patch plugs and taxes required to complete a Covered Repair.

Tire & Wheel with Cosmetic Repair Coverage (All Coverages listed under Tire & Wheel Coverage above, plus the following):

Repair each alloy wheel attached to your Vehicle due to Cosmetic Damage caused by a Road Hazard. Coverage is limited to your Vehicle's original equipment manufacturer alloy wheel or a comparable replacement alloy wheel of like kind and quality installed on the Vehicle. Wheels will not be replaced or remanufactured if Cosmetic Damage is not repairable. Wheels on your Vehicle will not be replaced or remanufactured if a Cosmetic Damage repair results in a repaired wheel that does not exactly match the color and/or texture of the other wheels attached to your Vehicle. We retains the authority to determine whether Cosmetic Damage can be repaired.

D. Claim Procedures

1. **Take immediate action to prevent further damage to the tire(s) and/or wheel(s) attached to your Vehicle.**
2. **Take the Vehicle to a Repair Facility before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number.**
3. **You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.**
4. **Authorize disassembly of the tire and/or wheel attached to your Vehicle if disassembly is necessary to diagnose the cause of the reported Road Hazard or Cosmetic Damage and/or the cost of repairs. You will be responsible for any disassembly charges if the repairs are not Covered Repairs.**
5. **If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.**
6. **Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).**

In the event of an unauthorized emergency repair performed outside of normal business hours, please submit copies of an itemized, dated repair order and paid receipt(s) to us for reimbursement within 90 days after the Covered Repair is performed. Reimbursement will be made according to the terms of this Contract.

E. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. **You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred.** We will regard any applicable taxes as part of the expense.

1. **Towing/Flat Tire Allowance:** Towing/Flat Tire allowance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable due to damage to tire(s) and/or wheel(s) from a Road Hazard (regardless of whether it results in a Covered Repair). This allowance comprises towing service and flat tire replacement using the Vehicle's inflated spare. We will reimburse you up to \$100 per incident for towing assistance or flat tire replacement expenses incurred. **You must make your own arrangements for towing and flat tire replacement assistance.**
2. **Substitute Transportation:** We will reimburse you up to \$50 per day, for a maximum of 2 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation. We will reimburse you for one day of substitute transportation expenses if it takes a Repair Facility 8 or more hours to complete a Covered Repair, and 2 days if the Vehicle is kept overnight to complete a Covered Repair. **You must make your own arrangements for substitute transportation.** We will not reimburse you for substitute transportation if a Covered Repair takes less than 8 hours to complete or to the extent you are entitled to substitute transportation benefits or reimbursement from another source.

Substitute transportation is not available for repairs solely for Cosmetic Damage.

F. Exclusions and Other Coverage Limitations

Coverage for Tire & Wheel and Tire & Wheel with Cosmetic Repair under this Contract does not cover the following:

1. Repairs or replacements falling within or resulting from any of the following descriptions:

not authorized in advance, except unauthorized emergency repairs performed outside of normal business hours as provided for in Section 4D (Claim Procedures) ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ constituting upgrades or changes recommended by the Repair Facility or manufacturer ~ repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Road Hazard or Cosmetic Damage has not occurred ~ Cosmetic Damage repair to wheels that are dented, cracked or bent as a result of a Road Hazard ~ Cosmetic Damage repairs resulting in colors or textures that don't exactly match your alloy wheel with an identical color or texture on your Covered Repair alloy wheel due to aging and variances in alloy wheel color and texture ~ Cosmetic Damage repair to steel, chrome and chrome simulation wheels.

2. Losses and costs falling within or resulting from any of the following descriptions:

arising from fraud, bad faith, or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel with Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.

3. If the Vehicle falls within any of the following descriptions:

is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially ~ is overloaded.

4. Parts, services and items falling within any of the following descriptions:

carbon fiber wheels ~ tires with a tread depth less than 3/32 of an inch ~ tire and/or wheel accessories ~ temporary space-saver tire and wheel ~ hubcaps, center caps, and/or wheel covers ~ Tire Pressure Management System (TPMS) repair or replacement ~ nitrogen filling for tires ~ retreaded or tubed tires ~ racing and/or Non-D.O.T (Department of Transportation) approved tire ~ wheel locks ~ paint, except to complete a Covered Repair ~ any part(s), repairs or services

not specified in Section 4C (Coverage) for the Coverage you chose ~ wheels or tires transferred from your Vehicle to another motor vehicle ~ adjustments and alignments ~ shop supplies ~ lubricants (except to complete a Covered Repair) ~ seasonal snow tire mount or removal ~ incorrect tire and/or wheel mounting, imbalance or improper repairs ~ any other items subject to scheduled and/or routine maintenance or wear damage ~ not specified in Section 4C (Coverage).

SECTION 5 PAINTLESS DENT REPAIR

A. Definitions

The following definitions apply to Paintless Dent Repair along with the definitions in Section 1 (General Definitions).

- **Covered Part(s)** means vertical and horizontal steel or aluminum body panels that are painted and are accessible on the exterior of your Vehicle and not specifically excluded in Section 5E (Exclusions).
- **Covered Repair** means the repair of one or more Covered Part(s) for which we have a reimbursement obligation greater than zero dollars under this Contract.
- **Paintless Dent Repair** means a technical process to repair dents and dings that utilizes specialized tools to gently push/pull dented metal on your Vehicle back to its original form.
- **PDR Provider** means a company authorized by us to perform Paintless Dent Repair on your Vehicle

B. Your Responsibilities

You have the responsibility to reasonably protect the Vehicle from further damage. You have the responsibility to follow the procedures for reporting a claim for benefits as described in Section 5D (Claim Procedures), and to cooperate fully with our reasonable request to inspect the Vehicle or establish ownership for the Vehicle in the event you report a claim for benefits. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.**

C. Coverage

Subject to the Deductible and other provisions of this Contract, we will pay the PDR Provider for the pre-authorized cost of a Covered Repair occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and payment decisions.

We reserve the right to inspect the Vehicle and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited as described below:

Paintless Dent Repair: Repair of minor dents and dings up to 4" four inches in diameter on a Covered Part(s) utilizing Paintless Dent Repair. We and the PDR Provider each have the authority to determine if Paintless Dent Repair can be utilized to repair your Vehicle.

D. Claim Procedures

To obtain service:

1. **You must contact us before this Contract expires or is cancelled at 1-800-432-4566 to obtain prior authorization**
2. **Upon authorization approval, you will be contacted by the PDR Provider to schedule an appointment.**

E. Exclusions and Other Coverage Limitations

Coverage for Paintless Dent Repair under this Contract does not cover the following:

1. **Repairs falling within or resulting from any of the following descriptions:**
not authorized in advance ~ not performed by a PDR Provider ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ that

may damage the Vehicle's paint or finish ~ dents where the paint is chipped or cracked ~ dents that are not repairable using Paintless Dent Repair ~ dents that require any type of conventional body shop methods, including but not limited to replacement of any vertical or horizontal body panels, painting, body filler, soldering, welding or sanding ~ dents where access is restricted including but not limited to bracing, double metal panels or aftermarket installations of services or equipment ~ dents where Paintless Dent Repair would damage the Vehicle's paint or finish ~ dents that have broken the paint/paint surface or punctured the steel or aluminum body panels ~ creased metal and edges where it is determined that the Vehicle's bracing doesn't allow for Paintless Dent Repair ~ dents larger than 4" four inches in diameter ~ dents on interior body and floor panels including but not limited to pick-up truck tailgates and or beds ~ dents on undercarriage of your Vehicle.

2. **Losses and costs falling within or resulting from any of the following descriptions:**

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage ~ normal wear and tear ~ consequential damages and losses.

3. **If the Vehicle falls within any of the following descriptions:**

is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.

4. **Parts, services and items falling within any of the following descriptions:**

painting and re-painting ~ bonding fillers ~ body panel replacement ~ chrome ~ bumpers ~ grills ~ glass ~ body panels with fiberglass, plastic or other non-metal composites ~ body panels with matte paint finish, finish film or vinyl wraps ~ roof body panels that include sunroofs, moon-roofs or convertible hardtop ~ not specified in Section 5C (Coverage) ~ alignments, shop supplies, and any other items subject to scheduled and/or routine maintenance or wear damage.

F. Total Dollar Benefit

The total dollar benefits paid under this Contract for Paintless Dent Repair is limited to the Vehicle Purchase Price if you purchased the Vehicle, or the Leased Price if you leased the Vehicle. The total dollar benefit paid for any given Covered Repair is limited to the average trade-in value of the Vehicle (excluding tax, title and license fees) immediately prior to a Covered Repair based on the then most recent National Automobile Association Used Car Guide (or a comparable guide if that guide has been discontinued).

SECTION 6 KEY REPAIR AND REPLACEMENT

A. Definitions

The following definitions apply to Key Repair and Replacement along with the definitions in Section 1 (General Definitions).

- **Covered Part(s)** means the Vehicle Key(s)/Remotes(s) or Other Key(s) identified as subject to coverage in Section 6C (Coverage) and not specifically excluded in Section 6F (Exclusions and other Coverage Limitations).
- **Covered Repair or Replacement** means the repair or replacement of Covered Part(s) for which we have a reimbursement obligation greater than zero dollars under this Contract.
- **Vehicle Key(s)/Remote(s)** means the two keys/remotes provided with the Vehicle's original delivery or replacements of such key(s)/remote(s).
- **Other Key(s)** means your non-programmable residence, office, motorcycle, travel trailer and motor home keys.
- **Repair Facility** means any licensed automotive repair facility operated by the Seller or operated by an original equipment manufacturer (OEM) vehicle dealership.

B. Your Responsibilities

You have the responsibility to follow the procedures for reporting a claim for benefits as described in Section 6D (Claim Procedures), and to cooperate fully with our reasonable requests to establish ownership of the Vehicle in the event you report a claim for benefits. In the event of an unauthorized after normal business hours repair or replacement, you must submit any claim for reimbursement to us with all documentation required for processing your claim within 90 days after a Covered Repair or Replacement. You must have possession of two properly functioning Vehicle Key(s)/Remotes on the Contract Purchase Date or any subsequent transfer date. YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS OR REPLACEMENTS ARE MADE.

C. Coverage

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost to repair or replace Covered Part(s) if a repair or replacement is required as a result of the Covered Part(s) being lost, stolen, damaged or destroyed and occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **The replaced parts will, at our option, be new, used or like kind and quality.**
2. We will not pay for expenses that exceed the manufacturer's suggested retail price for Covered Part(s).
3. We reserve the right to request proof of Vehicle ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair or Replacement to the extent you recover more than your actual loss, collectively, from us and one or more third parties.
4. Any replacement Vehicle Key(s)/Remotes(s) or Other Key(s) will be treated as a Covered Part(s) until this Contract expires or is cancelled.

Coverage is limited as described below:

Key Repair and Replacement

1. Repair or replacement of Vehicle Key(s)/Remote(s) lost, stolen, damaged or destroyed, including any applicable programming, Coverage is limited to \$800 per Covered Repair or Replacement, and we will only replace one Vehicle Key/Remote every 12 months beginning from the Contract Purchase Date during the Term of this Contract.
2. Up to \$250 per Covered Repair or Replacement to replace Other Key(s) lost, stolen, damaged or destroyed.

D. Claim Procedures

Vehicle Key(s)/Remotes(s)

1. If Vehicle Key(s)/Remotes(s) are damaged or destroyed, take your Vehicle and the Vehicle Key(s)/Remotes(s) to a Repair Facility for inspection before this Contract expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number. If Vehicle Key(s)/Remotes(s) are lost or stolen, take a copy of the Contract or

the Contract Number to the Repair Facility.

2. You or the Repair Facility must contact us at 1-800-432-4566 to obtain authorization before any parts are repaired, replaced or cleaned.
3. Within 90 calendar days after the Covered Repair or Replacement is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

In the event of an unauthorized emergency repair or replacement performed outside of normal business hours, please submit copies of an itemized, dated repair order and/or an invoice for a replacement, as applicable, and paid receipt(s) to us for reimbursement within 90 days after the Covered Repair or Replacement of Vehicle Key(s)/Remote(s). Reimbursement will be made according to the terms of this Contract.

Other Key(s)

If Other Keys are lost, stolen, damaged or destroyed, furnish us with copies of an itemized, dated repair order and/or an invoice for a replacement, as applicable and paid receipt(s) within 90 calendar days after a repair or replacement. Reimbursement will be made according to the terms of this Contract.

E. Additional Benefits

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will reimburse you for actual expenses incurred, subject to the limitations described below. You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred. We will regard any applicable taxes as part of the expense.

1. Towing and Lock-Out Allowance:

Towing and lock-out allowance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable or you are locked out of your Vehicle, due to Vehicle Key(s)/Remotes(s) being lost, stolen, damaged or destroyed, or locked inside of your Vehicle (regardless of whether it results in a Covered Repair or Replacement). This allowance includes reimbursement for expenses incurred to have your Vehicle towed to a Repair Facility and/or to obtain assistance to unlock your Vehicle. We will reimburse you up to \$100 per occurrence for towing and/or lock out expenses you incur. **You must make your own arrangements for towing and lock-out assistance.** We will not reimburse you to the extent you are entitled to towing benefits, lock-out assistance, or reimbursement from another source.

2. Substitute Transportation:

We will reimburse you up to \$50 per day, for a maximum of 2 days per occurrence, for expenses incurred to rent a substitute vehicle from a licensed rental car agency or for public or private commercial transportation if you have a Covered Repair or Replacement and are not able to repair or replace your Vehicle Key(s)/Remote(s) and drive the Vehicle on the same day as the Vehicle Key(s)/Remote(s) are lost, stolen, damaged or destroyed. **You must make your own arrangements for substitute transportation.** We will not reimburse you to the extent you are entitled to substitute transportation benefits or reimbursement from another source.

F. Exclusions and Other Coverage Limitations

Coverage for Key Repair and Replacement under this Contract does not cover the following:

1. Repairs or replacements falling within or resulting from any of the following descriptions:

not authorized in advance, except unauthorized emergency repairs and replacements performed outside of normal business hours as provided for in Section 6D (Claim Procedures) ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ Vehicle Key(s)/Remote(s) replacements that exceed one replacement per every 12 months beginning from the Contract Purchase Date during the term of this Contract ~ if the

Vehicle is leased, replacement of, and any charge assessed for, any Vehicle Key(s)/Remote(s) that are not accounted for during the Vehicle return process and any Seller or Lessor subrogation for such Vehicle Key(s)/Remote(s).

2. Losses and costs falling within or resulting from any of the following descriptions:

arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges, ~ consequential damages and losses ~ costs associated with reprogramming the Vehicle's main body engine control unit ~ occurring outside of either the United States, its territories and possessions, or Canada ~ a pre-existing condition or damage ~ normal wear and tear, including but not limited to battery replacement or cosmetic damage to Vehicle Key(s)/Remote(s).

3. If the Vehicle falls within any of the following descriptions:

is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.

4. Parts, services and items falling within any of the following descriptions:

shop supplies ~ remote/transponder/smart cards for vehicles other than the Vehicle listed on the Registration Page ~ residential or commercial alarm system keys or locks ~ wheel lock keys ~ stolen vehicle security systems ~ steering wheel lock keys ~ home security system keys and/or remote controls ~ garage door keys and/or remote controls ~ gated or fenced-in community or building keys ~ after-market (non-manufacturer) keys and/or remotes ~ Other Keys and/or Remote(s) that are programmable ~ locksmith fees ~ any other items subject to scheduled and routine maintenance or wear damage ~ not specified in Section 6C (Coverage).

SECTION 7

WINDSHIELD REPAIR

A. Definitions

The following definitions apply to Windshield Repair along with the definitions in Section 1 (General Definitions).

- **Covered Part(s)** means the front windshield on your Vehicle.
- **Covered Repair** means the repair of the Covered Part for which we have a reimbursement obligation greater than zero dollars under this Contract.
- **Windshield Repair Provider** means a company authorized by us to perform windshield repairs to your Vehicle.
- **Road Hazard** means a condition on public, paved streets while driving in a legal manner such as propelled rocks, nails, metal parts, wood debris, plastic, glass and other objects, causing damage to the front windshield of your Vehicle.

B. Your Responsibilities

You have the responsibility to reasonably protect the Vehicle from further damage. You have the responsibility to follow the procedures for reporting a claim for benefits as described in Section 7D (Claim Procedures), and to cooperate fully with our reasonable requests to inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.**

C. Coverage

Subject to the Deductible and other provisions of this Contract, we will pay the Windshield Repair Provider for the pre-authorized cost of a Covered Repair occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and

payment decisions: We reserve the right to inspect the Vehicle's front windshield. We reserve the right to request proof of Vehicle ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Coverage is limited as described below:

Windshield Repair

Repair of minor chips and cracks up to 6" inches in length on the Covered Part caused by a Road Hazard.

We and the Windshield Repair Provider each have the authority to determine if a chip or crack can be repaired. **There is no guarantee the repair will be invisible.**

D. Claim Procedures

To obtain service during normal business hours:

1. You must contact us before this Contract expires or is cancelled at 1-800-432-4566 to obtain prior authorization.
2. Upon authorization approval, you will be contacted by the Windshield Repair Provider to schedule an appointment.

E. Exclusions and Other Coverage Limitations

Coverage for Windshield Repair under this Contract does not cover the following:

1. Repairs falling within or resulting from any of the following descriptions: not authorized in advance ~ not performed by a Windshield Repair Provider ~ performed outside of either the United States, its territories and possessions, or Canada ~ manufacturer's defects ~ that could impair the driver's line of sight or other safety issues ~ cracks larger than 6 " inches in length.
2. Losses and costs falling within or resulting from any of the following descriptions: arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a Covered Part while your Vehicle is in tow ~ to the windshield of a vehicle attached to your Vehicle or towed by your Vehicle ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage ~ normal wear and tear ~ consequential damages and losses ~ resulting from driving on private or unpaved streets, roads, paths or other surfaces.
3. If the Vehicle falls within any of the following descriptions: Is used for competitive driving, racing, snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.
4. Parts, services, and items falling within any of the following descriptions: not specified in Section 7C (Coverage) ~ shop supplies.

SECTION 8

CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in service contract coverage,

but who were not responsible for adjudicating your claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

Email Address:

USWclaimsappeal@Protective.com

Mailing Address:

United States Warranty Corp.
P.O. Box 1967, Pompano Beach, FL 33061
Attn: Claim Review

SECTION 9

LIMITS OF LIABILITY

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

SECTION 10

CONTRACT TRANSFER

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

SECTION 11

CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.

P.O. Box 1967, Pompano Beach, FL 33061

Fax 954-545-5172

USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
- Material misrepresentation or fraud by you with regard to the Contract;
 - You fail to maintain the Vehicle as prescribed by the manufacturer, or
 - You did not pay the Contract Price.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount

Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee.
5. If you do not receive a refund or refund credit to your loan or lease within 60 days of the effective date of your cancellation, please notify us.

SECTION 12

ARBITRATION AND OTHER MATTERS

CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

- In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
- Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
- If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
- If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section 8 (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
- These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

SECTION 13 GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.
5. This Contract is not renewable.

SECTION 14 STATE AMENDMENT REQUIREMENTS/DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

Alabama

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Alaska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection F3 (Exclusions and Other Coverage Limitations) of Section 4 (Tire & Wheel and Tire & Wheel with Cosmetic Repair) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially ~ is overloaded.**

Subsection E3 (Exclusions and Other Coverage Limitations) of Section 5 (Paintless Dent Repair) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.**

Subsection F3 (Exclusions and Other Coverage Limitations) of Section 6 (Key Repair and Replacement) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.**

Subsection E3 (Exclusions and Other Coverage Limitations) of Section 7 (Windshield Repair) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business snow plowing, off road, or police or emergency services ~ is driven by multiple, unrelated drivers (such as a fleet vehicle) ~ is used commercially.**

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel this Contract at any time before it expires only for one or more of the following reasons:**

- a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
- b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
- c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
- d. You commit a substantial breach of duties related to the Vehicle; or
- e. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract or in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date,

we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 7.5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. We shall refund or credit your account within 45 days from:
(1) the date we receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel. If this Contract is canceled by you within 30 calendar days after the Contract Purchase Date, a 10% penalty, based on the Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date or if we cancel this Contract, a 10% penalty, based on the unearned Amount Paid, per month shall be added to a refund that is not paid or credited within 45 days.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section 8 (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Arizona

The following is added to the Contract:

The 5 in 1 Combo Coverage is not available in Arizona.

Subsection F2 (Exclusions and Other Coverage Limitations) of Section 4 (Tire & Wheel and Tire & Wheel with Cosmetic Repair) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions: arising from fraud, bad faith or personal**

injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel With Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.

Subsection E2 (Exclusions and Other Coverage Limitations) of Section 5 (Paintless Dent Repair) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions: arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear ~ consequential damages and losses.**

Subsection F2 (Exclusions and Other Coverage Limitations) of Section 6 (Key Repair and Replacement) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions: arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ consequential damages and losses ~ costs associated with reprogramming the Vehicle's main body engine control unit ~ occurring outside of either the United States, its territories and possessions, or Canada ~ a pre-existing condition or damage unless such condition was known or should reasonably have been known by us or the Seller ~ normal wear and tear, including but not limited to battery replacement or cosmetic damage to Vehicle Key(s)/ Remote(s).**

Section 12 (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 100 N. 15th Ave., Suite 102, Phoenix, Arizona 85007-2624.

Arkansas

Section 1 (General Definitions) is amended by adding the following:

- **Punitive damages** means those imposed to punish a wrongdoer and to deter others from similar conduct.
- **Exemplary damages** means those awarded in addition to actual damages.

Subsection 3 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

12. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

California

The following is added to the Contract:

The California license number for United States Warranty Corp. dba USWC, Inc., is 0D12145.

This Contract does not cover pre-existing conditions or damages.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days of the date proof of loss was filed. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site www.insurance.ca.gov.

If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.

If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
- b. The refund is paid within 30 days from the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. If any refund is owed, the refund is paid within 30 days of the date of cancellation.
- c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

- a. Notice of cancellation is mailed to you.
- b. The refund is paid within 30 days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 60 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- e. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

12. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Colorado

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. The policy number is SL40-CO1005-1217. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

District of Columbia

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

12. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Florida

The following is added to the Contract:

The 5 in 1 Combo Coverage is not available in Florida.

The Florida License number for United States Warranty Corp. is 60002.

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

The following language in the first paragraph on page 2 of this Contract USWC COM PC 08/18

is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
 - c. You did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the Amount Paid, less any claims paid and a processing fee of 5% of the Amount Paid or \$75, whichever fee is less.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Georgia

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection F2 (Exclusions and Other Coverage Limitations) of Section 4 (Tire & Wheel and Tire & Wheel with Cosmetic Repair) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions: arising from fraud, bad faith or personal**

injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a tire and/or wheel on a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ consequential damages and losses ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage known to you ~ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ~ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ~ failure of a non-covered part caused by the failure of or damage to a Covered Part ~ dry rot ~ snow chain damage, installation or removal ~ contact and/or failure of exhaust, suspension, body or frame parts ~ Cosmetic Damage, unless you selected and paid for Tire & Wheel With Cosmetic Repair Coverage ~ tire flat spotting due to brake lock-up or improper storage ~ tire sealants.

Subsection E2 (Exclusions and Other Coverage Limitations) of Section 5 (Paintless Dent Repair) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions:** arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ paint-separations, scratches, chips, peeling, bubbling, cracking, flaking, or delamination ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a vehicle attached to your Vehicle or towed by your Vehicle, such as a trailer ~ to your Vehicle while your Vehicle is in tow ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage known to you ~ normal wear and tear ~ consequential damages and losses.

Subsection E2 (Exclusions and Other Coverage Limitations) of Section 7 (Windshield Repair) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions:** arising from fraud, bad faith or personal injury ~ punitive or exemplary damages ~ to property, other than as specifically covered under this Contract ~ attorney fees and/or fines ~ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ~ occurring outside of either the United States, its territories and possessions, or Canada ~ to a Covered Part while your Vehicle is in tow ~ to the windshield of a vehicle attached to your Vehicle or towed by your Vehicle ~ your negligence or misuse ~ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ~ rust, corrosion, hail or salt ~ water, explosion, lightning strikes, acts of nature or other external forces or events ~ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ~ failure to take reasonable precautions to prevent further damage when an apparent problem exists ~ a pre-existing condition or damage known to you ~ normal wear and tear ~ consequential damages and

losses ~ resulting from driving on private or unpaved streets, roads, paths or other surfaces.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract; or
 - b. You did not pay the Contract Price.

We shall mail you written notice of cancellation to comply with Georgia Code Section 33-24-44 which contains the following requirements:

- a. The written notice must state the effective date of cancellation;
- b. If the Contract is cancelled for nonpayment of the Contract Price or the Contract has been in effective less than 60 days from the Contract Purchase Date, written notice must be given at least 10 days prior to the effective date of cancellation;
- c. If the Contract is cancelled for any other reason, written notice must be given at least 30 days prior to the effective date of cancellation.

If we cancel this Contract, we shall refund or credit your account on or before the effective date of cancellation. If the refund is not made by the effective date of cancellation, a penalty equal to 25% of the refund, plus interest of 18% per annum from the effective date of cancellation to the date the refund is made (not to exceed 50% of the refund amount) must be included with the refund.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

12. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

Hawaii

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the

Contract;

- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Idaho

The following is added to the Contract:

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

Subsection 3 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

- 3. a. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund the Amount Paid, less any claims paid.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Illinois

Subsections 1 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

- 1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.

P.O. Box 1967, Pompano Beach, FL, 33061

Fax 954-545-5172, USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Indiana

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Registration Page for the Administrator's address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, Two Ruan Center, 601 Locust St., 4th Floor, Des Moines, IA 50309-3738; telephone number (515) 281-5705.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within

60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Kansas

The following is added to the Contract:

The 5 in 1 Combo Coverage is not available in Kansas.

Louisiana

The following is added to the Contract:

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

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of

duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Maine

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the

Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

Maryland

The following is added to the Contract:

If a claim occurs and is reported during the term of your Contract, we will process and adjudicate the claim in accordance with the terms and conditions of the Contract even if the Contract expires or is cancelled prior to a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) being completed.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Massachusetts

The following is added to the Contract:

This Contract does not cover a property and casualty related loss,

such as a loss due to theft, vandalism or collision.

Section 10 (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsection 3 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Minnesota

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
- c. You did not pay the Contract Price.
- We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. 5 days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date

and will be based on unused Term Months.

Mississippi

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A Material misrepresentation by you to us;
 - b. A substantial breach of duties by you relating to the Vehicle or its use, or
 - c. You did not pay the Contract Price.Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.
3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY

MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.

1. **IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**
2. **SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENTS AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
3. **IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.**
4. **IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN**

INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION 8 (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.

5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Missouri

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request, on our cancellation form, to us by mail, fax or email.

United States Warranty Corp.

P.O. Box 1967, Pompano Beach, FL, 33061

Fax 954-545-5172, USWcancels@Protective.com

Cancellation will be effective as of the date we receive your cancellation form.

If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion

of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nebraska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take

place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Nevada

The following is added to the Contract:

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Section 10 (Contract Transfer) is deleted and replaced with the following:

This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
 - a. Your conviction of a crime which results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
 - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
 - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
 - e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date and have not incurred a claim, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract within 30 calendar days of the Contract Purchase Date and have incurred a claim or if you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 5% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of 10% of the unearned Amount Paid or \$25, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract within 30 calendar days of the

Contract Purchase Date and have incurred a claim, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Hampshire

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Section 12 (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

New Jersey

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer, or
 - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Vehicle or its use.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount

Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.

- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

New Mexico

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
 - a. Your conviction of a crime that results in an increase in the service required under this Contract;
 - b. Discovery of fraud or material 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 condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
 - d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty per month or a portion thereof shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date

and will be based on unused Term Months.

North Carolina

Subsection 2 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
 - a. A direct violation by you of this Contract; or
 - b. You did not pay the Contract Price.

Ohio

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Section 7 (Windshield Repair) is amended by adding the following:

Windshield Repair Coverage may provide a duplication of coverage already provided by your automobile physical damage insurance policy.

Oklahoma

The following is added to the Contract:

The Oklahoma Association number for United States Warranty Corp. dba United States Warranty Corp. of Florida is 44198038.

The address for United States Warranty Corp. dba United States Warranty Corp. of Florida is 22 Northeast 22nd Avenue, Pompano Beach, Florida 33062.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Subsection 3 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

3.
 - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
 - b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
 - d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. You or we may elect arbitration at the time of the dispute after all internal appeals have been exhausted. Arbitration will only be binding on the party that demanded arbitration unless the decision to arbitrate is mutually agreed upon by you and us. Arbitration will take place under the laws of the state of Oregon, unless Oregon law conflicts with Federal Code, and will take place in the county of your residence or place of business unless you have no residence or place of business in Oregon in which case the arbitration will take place in any other county in Oregon agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. If either party elects arbitration, it shall not restrict or impair the parties' access to the courts.

The last paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction.

Texas

The following is added to the Contract:

Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
 - a. Material misrepresentation or fraud by you with regard to the Contract;
 - b. You fail to maintain the Vehicle as prescribed by the manufacturer, or

- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$50, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.
- e. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

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

This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at State Office Building, Room 3110, Salt Lake City, Utah 84114-6901.

The first paragraph on the Registration Page is not applicable in Utah and is deleted in its entirety.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection D (Claim Procedures) of Section 4 (Tire & Wheel and Tire & Wheel with Cosmetic Repair) and Subsection D (Claim Procedures) of Section 6 (Key Repair and Replacement) are amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 2 of Section 11 (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
- c. Substantial breach of contractual duties, conditions or warranties; or
- d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section 12 (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section 8 (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Wisconsin

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair (for Tire & Wheel, Tire & Wheel with Cosmetic Repair, Paintless Dent Removal, and Windshield Repair) or a Covered Repair or Replacement (for Key Repair and Replacement) is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for

reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Section 6 (Key Repair and Replacement) is amended by deleting all references to stolen Covered Part(s), Vehicle Key(s)/Remote(s) or Other Key(s). Theft coverage is not available in Wisconsin.

Subsections 2 and 3 of Section 11 (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. Material misrepresentation by you to us;
- b. Substantial breach of duties by you relating to the Vehicle or its use; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Unless cancellation is for nonpayment of the Contract Price, we shall provide a refund in accordance with subsection 3.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"), less any claims paid. If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days and less than 61 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 5% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- c. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of 10% of the unearned Amount Paid or \$75, whichever fee is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- d. In the event of a total loss of the Vehicle, you may cancel this Contract and we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis and will be an amount determined based on unused Term Months.
- e. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be based on unused Term Months.

The first paragraph in Section 12 (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

SECTION II

Technology and Operational Reference

Online entry & PDF printing

Billing transaction history

E-contracting

Online cancel instructions

Claims approval procedures

Installment program

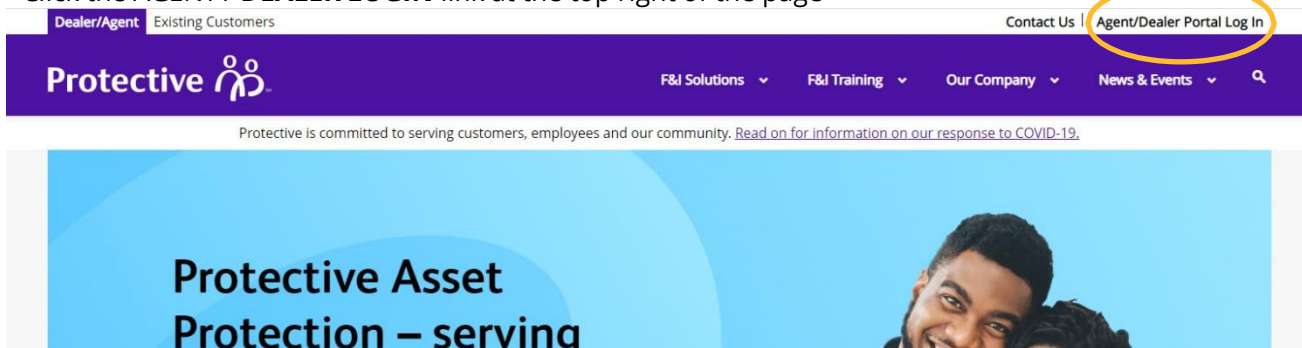
Protective training institute

Addresses and phone numbers

Online entry & PDF printing instructions

Go to protectiveassetprotection.com

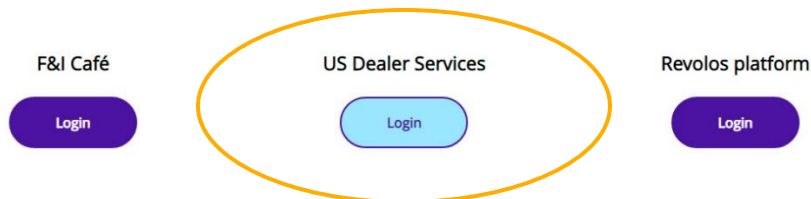
Click the AGENT / DEALER LOGIN link at the top right of the page



Enter Username and Password – US Dealer Services Login



Existing Dealer and Agent Login



- F & I reporting
- Billing Transaction History
- Claim Inquiry / Cancellations
- Order Forms and Supplies
- Premium Finance Center
- Reports - All
- Reports - Dealer Billings
- Update User Profile
- Users
- Vin Decoder
- Warranty Rates / Entry

Once you have logged into US Dealer Services, click on Warranty Rates/Entry

Enter the:

- 1) Vehicle identification number (VIN).
The full VIN must be entered for contract entry.
- 2) Sale Date of the vehicle (Not the in-service date). *Please note this date will automatically have "today's" date, the date you are entering the contract.*
- 3) Mileage at the time of sale
- 4) Select a product from the drop-down menu (i.e. Warranty, Maintenance, Road Hazard, GAP, etc.)

2013 Hyundai Sonata Gls			
Vehicle vin	<input type="text" value="5NPEB4AC4DH763311"/>	or Year	<input type="text"/>
Sale date	<input type="text" value="02/12/14"/>	Make	<input type="text"/>
Mileage	<input type="text" value="5"/>	Model	<input type="text"/>
Product	<input type="text"/>		
<input type="button" value="Print this page"/> <input type="button" value="Go Back"/> <input type="button" value="Entry"/>			

- 5) When producing a gap contract, the lienholder must be selected in order for the correct approved manufacturer form to be created. If a manufacturer approved form is not needed, select Other Lienholder.

2020 Toyota Camry L, Synthetic

No

77134 Al Hendrickson Toyota

4T1A11AK1L5454546 or Year 2020 Make Toyota Model Camry L

08/12/20 Change vin, date, or mileage.

25

Gap

Other Lienholder
Audi
Lexus
Mazda
Toyota
Volkswagen

Go Back

- 6) Choose a coverage
- 7) Select plan, term and/or deductible to narrow the selection or use the page numbers at the bottom of the grid
- 8) When you find the plan you wish to choose, Click Select at the left of the premium grid.

2013 Hyundai Sonata Gls

Vehicle vin 5NPEB4AC4DH763311 or Year Make Model

Sale date 02/12/14 Change vin, date, or mileage.

Mileage 5

Product Warranty

Coverage New

Plan Show All Plans

Terms Show All Terms

Deductible Show All Deductibles

	Coverage	Months	Mileage	Deductible	Price
Select	Gold	36	48000	0.00	635.00
Select	Gold	36	48000	50.00	545.00
Select	Gold	36	48000	100.00	525.00
Select	Gold	36	60000	0.00	741.00
Select	Gold	36	60000	50.00	631.00
Select	Gold	36	60000	100.00	601.00
Select	Gold	36	75000	0.00	1030.00
Select	Gold	36	75000	50.00	870.00
Select	Gold	36	75000	100.00	830.00
Select	Gold	36	75000	200.00	730.00

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | ...

Print this page Go Back Entry

You can pull a rate and enter the customer's contract information for multiple products all at one time. Once you select the rate it will appear in the box to the right. Please choose the warranty first if you are adding more than one product. Then go back to the product drop down menu and choose your next product. You can now add and enter all of your product offerings. Please make sure when you are adding the maintenance form, to check if it is on the combo form or stand alone. The form will not be accepted if you choose the wrong one.

Now you can select the Proceed to Contract Entry button at the bottom left corner of the product selection box

2013 Hyundai Sonata Gls

Dealer: 88810 Morristown Ford

Vehicle vin: 5npeb4ac4dh763311 or Year: [] Make: [] Model: []

Sale date: 12/04/15 [Change vin, date, or mileage.](#)

Mileage: 5

Product: Us Dent

Plan: Show All Plans

Terms: Show All Terms

Deductible: Show All Deductibles

	Coverage	Months	Mileage	Deductible	Cost
Select	Dent Ding Non FI	12	100000	0.00	149.00
Select	Dent Ding Non FI	24	100000	0.00	194.00
Select	Dent Ding Non FI	36	100000	0.00	200.00
Select	Dent Ding Non FI	39	100000	0.00	211.00
Select	Dent Ding Non FI	42	100000	0.00	223.00
Select	Dent Ding Non FI	48	100000	0.00	234.00
Select	Dent Ding Non FI	60	100000	0.00	259.00
Select	Dent Ding Non FI	72	100000	0.00	284.00

Plans Selected

Remove	Product	Terms	Deductible	Cost	Expiration	Options
Remove	Warranty - Gold, Used with factory wty	36 / 50,000	0.00	893.00	12/04/18 - 50,000	
Remove	Maintenance - Maintenance - Combo form	12 / 15,000 Intvl 2		348.00	12/04/16 - 15,005	
Remove	Road Hazard - Tire - Combo form	60 months		239.00	12/04/20	
Remove	Key Replacement	24 months		139.00	12/04/17	
Remove	Dent Ding Non FI	36 months	0.00	200.00	12/04/18	
Remove	GAP - Allstate	1 - 60 months		251.00		
				2070.00		

[Proceed to Contract Entry](#)

[Print this page](#) [Go Back](#)

[History](#)

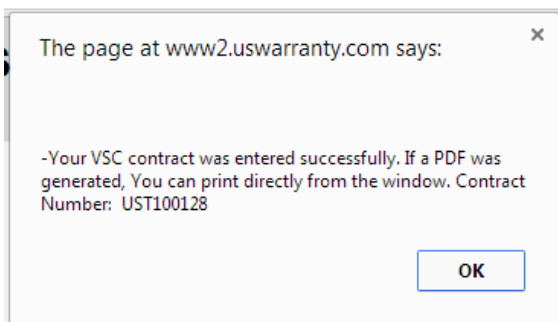
The following screen will open and you can enter the customer information into the entry screen.

The screenshot shows a web form for entering customer information. The form includes fields for Name 1 (Joe, Middle initial, Last name Smith), Name 2, Address (22 NE 22nd Ave), City (Pompano Beach), State (Florida), Zip (33062), Phone (9547849400), Email (jsmith@uswarranty.com), Vin (5npeb4ac4dh763311), Stock #, Deal #, Customer #, Odometer (5), Sale date (02/12/14), and In Service date (02/12/14). Below these are sections for Warranty, Maintenance, Road Hazard, Key Replace, Dent, and GAP. Each section has a table with columns for Contract #, Months, Miles, Deductible, Cost, Charged, and Options. A yellow box highlights the Contract # column in the Warranty, Maintenance, Road Hazard, Key Replace, and Dent sections. A callout box with an arrow pointing to the Contract # field in the GAP section contains the text: "To create a PDF of the contract, **do not enter any Contract #'s**. The system will automatically assign the next contract # as new entries are submitted. Click". A "Submit" button is highlighted with a yellow box at the bottom left.

	Contract #	Months	Miles	Deductible	Cost	Charged	Options	
Warranty		6	48000	0.00	635.00			Remove
Maintenance		2	12000		248.00			Remove
Road Hazard		6			299.00			Remove
Key Replace		0			67.00			Remove
Dent		8		0.00	529.00			Remove

	Addendum #	Months	Cost	Charged	Purchase Price	MSRP	Financed Amount	Interest Rate	Lienholder	
GAP		61 - 72	290.00	no penni	no penni	no penni	no penni	xx.xx	Enter lienholder	Remove

The contracts have now been entered into the Protective Database. This pop up will appear explaining that the PDF is ready to be printed. (Please ensure your pop-up blockers are turned off for this website)

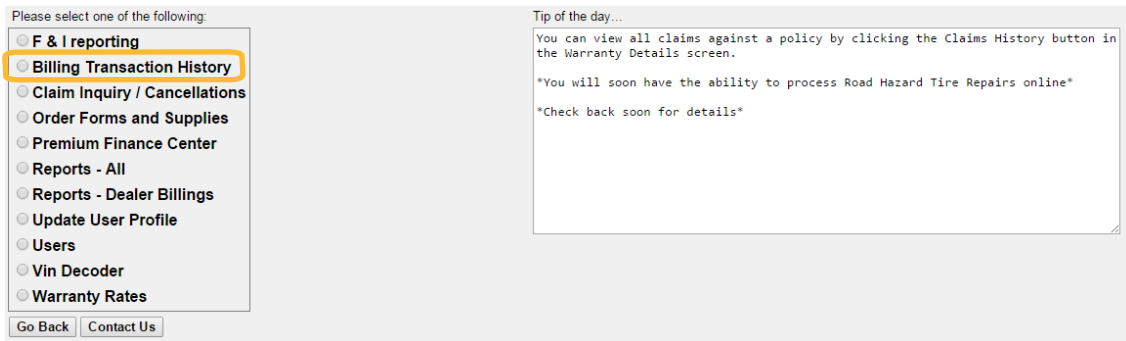


Hit ok and the PDF contracts will appear on the screen to print out.

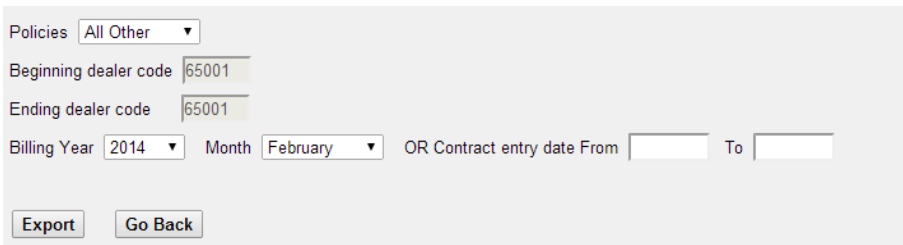
If you are getting an error message after you click SUBMIT, you are able to REMOVE that specific contract so you can enter the rest of the customers contracts at this time. Once you figure out why you received that error message, you will be able to enter that contract all over again.

Billing transaction history

Now from the Main Menu you can select the BILLING TRANSACTION HISTORY and view the contracts entered that have been entered.



You can change the billing year and month or look for a certain date range. You can also export this data into excel.



You will see the contracts for Mr. Smith added to the billing. From here you can **DELETE** the contract, if the deal unwinds or if you need to make a change to the contract (change terms, deductible, etc.)

The screenshot shows the billing transaction history table. The table has columns for Dealer, Customer, Vehicle, Vin, Contract, Eff date, Can date, Retail, Dealer cost, Entry date, and Delete. The contracts for Mr. Smith are highlighted with a yellow box. The table also shows a summary row at the bottom: '6 New policies and Cancels for February 2014' with a total of '4712.00 2550.40'.

Dealer	Customer	Vehicle	Vin	Contract	Eff date	Can date	Retail	Dealer cost	Entry date	Delete
65001	Garro Julia	10 Ford Focus Se	AW136196	UFFA000428	10/19/13		2237.00	1342.20	02/10/14	
65001	Garro Julia	10 Ford Focus Se	AW136196	UWA000927	10/19/13		514.00	308.40	02/10/14	
65001	Smith Jim	13 Hyun Sonata G	DH763311	UFFA001000	02/12/14		934.00	480.00	02/12/14	Delete
65001	Smith Jim	13 Hyun Sonata G	DH763311	USD1003700	02/12/14		529.00	204.00	02/12/14	Delete
65001	Smith Jim	13 Hyun Sonata G	DH763311	UWA000700	02/12/14		248.00	148.80	02/12/14	Delete
65001	Smith Jim	13 Hyun Sonata G	DH763311	GKR9999999	02/12/14		250.00	67.00	02/12/14	Delete
6 New policies and Cancels for February 2014								4712.00	2550.40	

A billing statement will be emailed after the month closes. If you need to delete a contract because the deal unwound, you will only have this option until the month closes, after that, you will have to flat cancel the contract. If you need to make a change to the existing contract, you will need to either delete the contract or flat cancel it and reissue a contract with the updated information.

The month closes on the first business day of each month at 12 pm eastern time.

A billing statement will be emailed after the month closes. If you need to delete a contract because the deal unwound, you will only have this option until the month closes, after that, you will have to flat cancel the contract. If you need to make a change to the existing contract, you will need to either delete the contract or flat cancel it and reissue a contract with the updated information.

E-contracting

We offer e-contracting in a variety of options, US Dealer Services Website, Several Menu Providers & DMS systems. If a dealer wants to do true e-contracting via their menu or DMS provider and we are integrated with them; then they would contact the provider and request for the product to be added to the menu. The provider would then contact USWC for approval and the necessary information for them to complete the set up; company initials and dealer code. Once provided, the provider will then be able to start pulling e-rating and e-contracting.

We are fully integrated with the following providers:

- Reynolds
- CDK
- Menu Vantage
- Docupad
- iTap
- Darwin
- Dealer Track
- F&I Express
- MaximTrak
- Vision Menu
- PEN
- Process Pro
- Impact Group
- RouteOne
- Gubagoo

If you see a menu provider not listed above, please contact Sales Support by emailing APDSalesSupport@protective.com or call 800-794-5491.

Online cancel instructions

Now from the Main Menu you can select the Claim Inquiry/Cancellations and cancel contracts that have been entered.

Vehicle service, road hazard, maintenance, dent & ding, key repair and excess wear & tear contracts

Please select one of the following:

- F & I reporting
- Billing Transaction History
- Claim Inquiry / Cancellations
- Order Forms and Supplies
- Premium Finance Center
- Reports - All
- Reports - Dealer Billings
- Update User Profile
- Users
- Vin Decoder
- Warranty Rates

Click on Claims Inquiry/Cancellations

Please select one of the following applications:

- Gap Inquiry / Cancellations
- Claim Processing - Maintenance & Road Hazard
- Inquiry / Cancellations - VSC, Maintenance, RoadHazard and Other

Click on Inquiry/Cancellations - VSC, Maintenance, Road Hazard and Other

[Go Back](#) [Contact Us](#) [Main Menu](#)

You can search by:

Warranty Search


Search By:

- Warranty
- Warranty
- Last 8 of vin
- Name
- Stock #
- Deal #
- Customer #
- Repair Order #

- 1) Once you find the contract you are looking for, click on SELECT.
- 2) Enter the cancel information and click get CANCEL QUOTE
- 3) Once the quote is complete, if you have cancel access, you will be able to click on process cancellation.

GAP

Please select one of the following applications:

- Gap Inquiry / Cancellations 
- VSC, RoadHazard and Other Inquiry / Cancellations
- Claim Processing

[Go Back](#)

[Contact Us](#)

You are able to search by any of the GREEN words. The system defaults to search by the Addendum #.

Addendum #

[Search](#)

Change the search type by clicking the lime green heading on the grid

Addendum #	Last / First	Vin	Stock #	Deal #	Customer #	Vehicle	Term	Dealer	Select
1									

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- 1) Once you find the contract you are looking for, click on SELECT.
- 2) Enter the cancel information and click get CANCEL QUOTE
- 3) Once the quote is complete, if you have cancel access, you will be able to click on process cancellation.

Claim approval procedures

Call us to receive your immediate authorization and purchase order number. We will also advise you of the customer's deductible and all non-covered items.

Before you call us:

- Verify that the service agreement is in force by time and mileage
- Verify that the VIN and customer match the one described on the service agreement
- Verify that the required maintenance has been performed

Please have the following information available:

- Service agreement number
- Vehicle identification number
- Current mileage
- Repair order number and date vehicle was brought in for service
- Customer's complaint
- Itemized estimate of parts and labor for each covered part (*rebuilt parts will be used when available*)
- Part numbers and labor operation codes
- Any sublet or towing charges that are applicable

Submitting repair orders for payment

Your repair order is your claim form

- Indicate all parts covered
- Enter manufacturer's part number and list price for each part that is submitted for reimbursement
- Parts and labor are calculated per factory warranty guidelines, all others will be based on Standard labor guide times.

Ensure that the repair order is legible and contains the following information

- Customer's name, address and signature
- Service agreement number
- Make, model and vehicle identification number
- Current odometer reading
- Date repair order was completed
- Description of repair
- Purchase order number (*authorization number*)

Collect any deductible, non-covered repair costs, shop materials and other incidentals from customer. You are responsible for advising the customer of his obligations. Submit the above information to usw.claimspayment@protective.com

Visit us online at

www.protectiveassetprotection.com

Upon reaching our welcome page, click **Dealer Log In** link at the top right of the page

A new window will open asking you to enter:

- A User ID
- A Password

If this is your first time visiting our website, click Request User ID? Enter your 5-digit dealer code, first/last name, email address and phone number then click Submit. You will receive an email from a Protective representative with your User ID and Password. Once received, you can enter it and log in.

You may select from the following options:

- F&I Reporting (*if applicable, Valu Insight*)
- Billing Transaction History
- Claims Inquiry/Cancellations
- Order Forms and Supplies
- Premium Finance Center
- Reports – All (*if applicable*)
- Reports – Dealer Billings (*if applicable*)
- Update User Profile
- Users
- Vin Decoder
- Warranty Rates/Entry

F&I reporting

This is available if your dealership has signed up with Valu Insight to handle your F&I Reporting needs. This will send you to Value Insight's website, which requires a log on and password. Please contact your Protective representative for more information.

Billing transaction history

This is a tool where you can get an itemized billing for the current month. You can also access information from prior months. Information here can also be viewed by contract entry date; or exported into an excel spreadsheet.

Claims inquiry/cancellations

This will bring you to a screen to select from the following applications:

- Gap inquiry/cancellations
- VSC, road hazard and other inquiry/cancellations
- Claims processing

This will bring you to a screen where you may look up a contract by:

- Warranty #
- Customer last name
- Vin (last 8-digits)

Upon entering this screen, it will ask you for the last 8 of the VIN. By clicking on the green underlined headings you may change this option. Once you find the contract that you are looking for, click on the **Select** button on the right-hand side of the screen. This will provide you with the warranty details:

- Plan type
- Term of contract
- Amount charged (retail premium)
- Amount of under/over charge
- Filed premium (dealer cost)

- Cancellation Information (if applicable)
- Year/Month contract was initially billed

From this screen you may request a cancellation quote; to do so click on the Cancel Quote button on the bottom of the screen. Enter the date; vehicle mileage and reason for cancellation, then click on the Get Quote button on the bottom of the screen. This will show you the cancellation amount, along with the breakdown of the amount due from the warranty company and the amount due from the dealership. You may print out a cancellation form by clicking the **Display Cancellation Form Before Printing** button. Print out the cancellation form, and then click your browser's back button.

From this screen you may view the customer's claim history by clicking on the **Claims History** button on the bottom of the page. This will show you how many claims have been processed under this contract, click on the **Display** button on the right side of the screen to show an individual claim. This will provide you with the following details on any claim:

- Repair order number
- Repair order date
- Mileage
- Repair facility
- Amount of claim/Payee/Date Paid
- Parts covered in the claim

The below **demonstration** dealer code and policy number will provide you an example of submitting both maintenance and tire claims online. To submit claims online at your dealership, please utilize your dealer code.

- Log into www.protectiveassetprotection.com
- Demonstration dealer code: 99998
- Select Create User ID? (found under the Login button)
- Set up User ID and Password
- Select Claim Processing from the list of applications
- Enter the Warranty #: US46000001 (The policy should appear as John Doe with the VIN ending in 123456)
- Select the contract by clicking the Select button on the right

Maintenance claims

- Click on the Maintenance Claim button
- Enter the current mileage and either tab or return to the RO#
- The service items due by time and mileage will appear. Each item will automatically be checked. Uncheck what does not apply, if applicable
- Enter an RO #
- Click on Submit Claim and get a PO#
 - Your authorization number will appear next to the Submit Claim and get a PO# button. It will verify the amount of payment that was authorized and advise if an automatic payment has been generated

Tire claims

- Click on the Tire Claim button
- Enter the current mileage, RO# and RO Total
- Select Tire Replacement
- Select Text or Email to receive your approval number
- Submit Claim and get PO #
 - Pictures are required to be uploaded
 - After the adjuster reviews the pictures and approves the claim, an email or text will be sent with the authorization number and amount

Order forms & supplies

When supplies are running low, use the online supply request form to have more shipped to you.

Reports - all

This is currently only available to dealerships which have formed their own warranty company. We are working on getting this option for all of our dealerships.

Reports - dealer billings

You may retrieve your monthly dealer billing reports on the first (1st) of every month.

Update user profile

Change your user ID, password, e-mail address, name and phone number.

Vin decoder

The vin decoder can help you get more information about a vehicle. It will provide you with the following pieces of information on a vehicle:

- Year, make & model
- Vehicle type, body type
- Fuel type, liters, cylinders
- Carburetion
- Transmission
- Driving wheels
- Wheel base, tire size
- GVW, Payload

Warranty rates/entry

All you will need is the Vin number and effective mileage of the vehicle. Use the drop down menu to choose the product.

At this point you can drill down your information by plan type and term or you can view all of the available options. Click the **SELECT** button to the left, which will then provide you with the expiration date, mileage and dealer cost for the term/plan selected.

If you are having trouble with the online pricing tool, please contact one of the following associates at Protective Asset Protection:

- Please contact the sales support team 800-432-4566

Please be prepared to provide the same information you were trying to request online, VIN, effective mileage, type of contract, terms, deductible, etc. You may be requested to fax over a copy of the failed online rate request.

Types of payment

Direct billing

If the customer is at any of our “Family of Dealers” on our Administered Warranties page, we will pay the dealer directly. The dealer calls for authorization, then submits the repair order and we mail out payment.

Credit card payment

If the customer is not at one of “Our” dealers, then we will be able to provide that repair facility with a corporate credit card as payment. The dealer calls for authorization. Once the repairs have been completed the repair facility will fax over the repair order. Upon receipt, we will fax back the credit card information.

Customer reimbursement

If the customer is at repair facility that is unwilling to take payment from us, then we can reimburse the customer directly. We still require the repair facility call for an authorization, then the customer mails the repair order in for reimbursement and we will mail the customer a refund for all covered repairs.

National/regional accounts

The following is a list of independent repair facilities that provide our company with a direct billing/prearranged form of payment:

- Firestone
- Aamco Transmission
- Goodyear
- Pep Boys
- Tire Kingdom
- Tires Plus

**Please note all national accounts are under the name of:
United States Warranty Corp.**

Installment program

Overview

Installment Program gives its network of dealers an opportunity to provide its customers with an interest-free payment plan for new and used vehicle service agreements.

In today's competitive market, the Installment Program becomes even more important in your dealership's overall business strategy toward keeping customers satisfied and maintaining profits. The Protective Installment Program uses feedback of dealership sales and management personnel to address the changing needs and wants of potential purchasers.

Program highlights

- Interest-free payments
- 100% pre-approval (*Excluding GAP and Non- Cancelable Products*)
- 10% down payment required
- Repayments in 6, 9, 12, 15, 18, 24 or 30 months
- Two convenient payment methods
 - Auto Debit to credit/debit card
 - Auto Debit to checking account
- Dedicated toll-free telephone number

Program designed for

- Customers paying cash
- Customers financing outside the dealership
- Customers who have reached the maximum limit on their vehicle loan/lease
- Customers attracted to interest-free installment payments
- Customers unwilling or unable to use a personal credit card for the full premium
- Customers in your service drive who are eligible to buy a vehicle service agreement
- Customers returning to your dealership after vehicle delivery, wanting to purchase a vehicle service agreement (if eligible).

Eligibility

All new or used vehicle service agreements with coverage plans for 24 months or longer may be purchased by using the installment program.

Vehicle service agreement term

24 months

Greater than 24 months

Greater than 36 months

eligible installment term

6, 9 or 12 months

6, 9, 12, 15 or 18 months

6, 9, 12, 15, 18, 24 or 30 months

Maximum retail premium

The retail premium of the vehicle service agreement funded under this program is not to exceed 150% above dealer cost. Example: if dealer cost is \$800, the maximum selling price of the vehicle service agreement cannot exceed \$2,000.

Down payment requirement

The customer shall pay at least 10% of the service agreement price (including sales tax). Your dealership is responsible to collect the down payment from the customer at the time the installment agreement is issued. You will retain the down payment. A check for the total sales price *minus* the down payment and the administration fee will be paid to your dealership.

Dealer administration fee

Dealers will be assessed an administrative fee for each installment agreement issued. The amount varies depending on the installment term and the amount funded.

Amount funded	6 mos.	9 mos.	12 mos.	15 mos.	18 mos.	24 mos.	30 mos.
0-\$1750	\$ 60.00	\$ 80.00	\$ 100.00	\$ 135.00	\$ 155.00	\$ 200.00	\$250.00
\$1751-\$2750	\$ 85.00	\$ 120.00	\$ 150.00	\$ 200.00	\$ 230.00	\$ 295.00	\$355.00
\$2750 - \$4000	\$ 125.00	\$ 180.00	\$ 230.00	\$ 300.00	\$ 350.00	\$ 460.00	\$505.00
\$4001+			9%	9%	9%	13%	13%

The dealer administration fee and the down payment will be deducted from the total premium payment mailed to your dealership.

Example:

Retail premium	1525.00
Sales tax	<u>+ 106.75</u>
Total	1631.75
Down payment (retained by dealer)	<u>- 163.18</u>
Amount funded	1468.57
Installment program fee (12 months)	<u>- 100.00</u>
Check to dealer	1368.57

Your dealership will pay the vehicle service agreement company the cost of the service agreement premium, as usual. You are still responsible to report the sales tax (if applicable) to the state.

Online installment program

You, *the Agent/Dealer*, now can offer your customers the option to finance their service contract premiums at 0% interest. As a closing tool, you can offer your “cash” customers the 0% interest option. When the lender has maxed out the amount you can finance for your customers; you can offer them the 0% interest finance option.

www.protectiveassetprotection.com

Click on “Dealer / Agent Log In” and log on

1. Click “PREMIUM FINANCE CENTER”
2. Click “AGENT/DEALER”
3. Enter dealer code for Agent/Dealer Code:
4. Password: 8668605470
5. Click “LOGIN”
6. Click “QUOTES”
7. Click “CREATE A QUOTE”
8. Fill in:
 - a) Insured/Customer Name
 - b) Company: U -UNITED STATES WARRANTY (USWC) will appear
 - c) Policy Coverage – Warranty is preloaded
 - d) Policy Amount (*the premium charged to the customer for the policy*)
 - e) Policy Tax (*the applicable sales tax on the policy sold*)
 - f) Policy Type – Personal
 - g) Service Agreement term: select 24, 36, or 48 for 48-month terms or greater
 - h) Select a Rate Plan – War Warranty preloaded
 - i) Inception (*the date of sale*)
 - j) Enter Policy Number
 - k) Click “SAVE QUOTE”

QUOTE SUMMARY PAGE WILL APPEAR

****If you wish to make any changes to the terms of the policy click “Return to Previous Page”***

****If you wish to make any changes to the number of months financed click on number of payments***

****If you wish to put down more than 10% click on the dollar amount in the down payment box***

9. Click “Finish and Print Form”

10. Enter address, City, State, Zip - required
11. Click "SAVE"
12. Non-Florida dealers -Installment Program (*PRINT and hand write term of VSC on contract*)
13. Fill in Option #1 for Credit Card Authorization or #2 for "Direct Debt Authorization"
14. ACH Form (print and fill out) for Auto Debit from checking or savings.

Cancellation and refunds

A vehicle service agreement can be cancelled at the request of the customer and can be cancelled by Protective Installment Program due to non-payment of premium.

Cancellations will be processed in the same manner as normal with the following exceptions:

In the event of cancellation before the Protective Installment Program has been paid in full, the refund will be issued by the dealership payable to Protective Installment Program. Upon receipt of the funds, the dealership will receive the appropriate credit from the vehicle service agreement company on the monthly dealer billing statement.

Protective Installment Program will be responsible for the distribution of appropriate refunds to the customer.

If the service agreement is cancelled within the first 60 days, a portion of the dealer administrative fee will be refunded as follows:

Fees refunded to dealer within the first 60 days, if cancelled

Amount Funded	6 mos.	9 mos.	12 mos.	15 mos.	18 mos.	24 mos.
0-\$1750	\$ 25.00	\$ 30.00	\$ 40.00	\$ 55.00	\$ 60.00	\$ 80.00
\$1751-\$2750	\$ 35.00	\$ 50.00	\$ 60.00	\$ 80.00	\$ 90.00	\$120.00
\$2751-\$4000	\$ 50.00	\$ 70.00	\$ 90.00	\$120.00	\$140.00	\$185.00
\$4001+			5%	5%	5%	5%

Within the first 60 days, your check for the refund, payable to Protective Installment Program, will be for the cancellation amount (including applicable tax) **less** the appropriate administrative fee shown above.

The dealer administrative fee will be considered fully earned for any cancellation after the first 60 days.

Submission to installment program

Installment Program should be listed as the lien holder on the vehicle service agreement. Within two (2) business days of issuance, dealer shall forward the lien holder copy of the vehicle service agreement, along with the Protective Installment Agreement, to:

usw.finance@protective.com

As soon as we receive the completed forms, a check will be forwarded to your dealership for the appropriate amount.

The timely submission of the installment program documents is imperative.

Non-acceptance

If the vehicle service agreement and/or the installment agreement is not eligible for any reason, the selling dealership will be notified of the denial by email. It is the dealership's responsibility to notify the customer.

Transfers

The installment agreement must be paid in full prior to transfer of the vehicle service agreement.

Training Institute

Classroom • Onsite • Online

Products, processes and sales training are critical to a dealership's success. With a robust offering of F&I training solutions we help agencies and dealerships perform at their best by better serving their customers while driving profitable results. The Protective Asset Protection Training Institute provides online, onsite and classroom training options to meet the ever-changing F&I training needs of agencies and dealers.

Our F&I training solutions are designed to educate, motivate and improve knowledge, skills and closing ability. The Protective training team understands that daily challenges dealers are facing today. We deliver proven training programs to help. Below is a description of our Effective Sales Skills for Auto F&I Managers.

Effective Sales Skills for Auto F&I Managers

5-day workshop in Fort Lauderdale

Effective Sales Skills for Auto F&I Managers is a five-day course instructed by seasoned and experienced sales trainers who provide real-world knowledge and practical skill building. This intensive F&I foundational skills class for professionals is an in-depth study on the basic understanding of product types, compliance, and menu sales process to build credibility and trust. This is hands-on learning focuses on applying what was learned and interacting with peers. Class participants will practice interview tactics and menu presentations using video role play exercises and real-world scenarios while learning from other F&I professionals from around the country. This course is designed for professionals new to the role and seasoned professionals in need of a refresher.

There are a variety of topics are included in this class including but not limited to:

- Three Phases of Selling: Interview Process, Product Sales and Menu Presentation
- Finance Professional's Role and Responsibilities
- Detailed Regulations and Compliance
- Product Knowledge Specific to Your Dealership
- Reviewing and Understanding Your Dealership's Contracts
- Objection Handling Tools
- Credit Process/Lender Relations

To learn more about other training courses and our online training platform go to <https://www.protectiveassetprotection.com/F-I-Training/Courses>

Addresses and phone numbers

Office Hours:
Monday - Friday
8:00 A.M. - 8:00 P.M. EST

Saturday
8:00 A.M. - 3:00 P.M. EST

Telephone Numbers:
(800) 432-4566

Fax Numbers:
(954) 784-9330

Mailing Address:
United States Warranty Corp.
P.O. Box 830637
Birmingham, AL 35283-0637

Dealer Services Email Address:
dealerserviceteam@protective.com

Sales & Marketing Email Address:
apdsalesupport@protective.com

Underwriting/Customer Service Email Address:
usw.cancel@protective.com

Claims Payment Email Address:
usw.claimspayment@protective.com