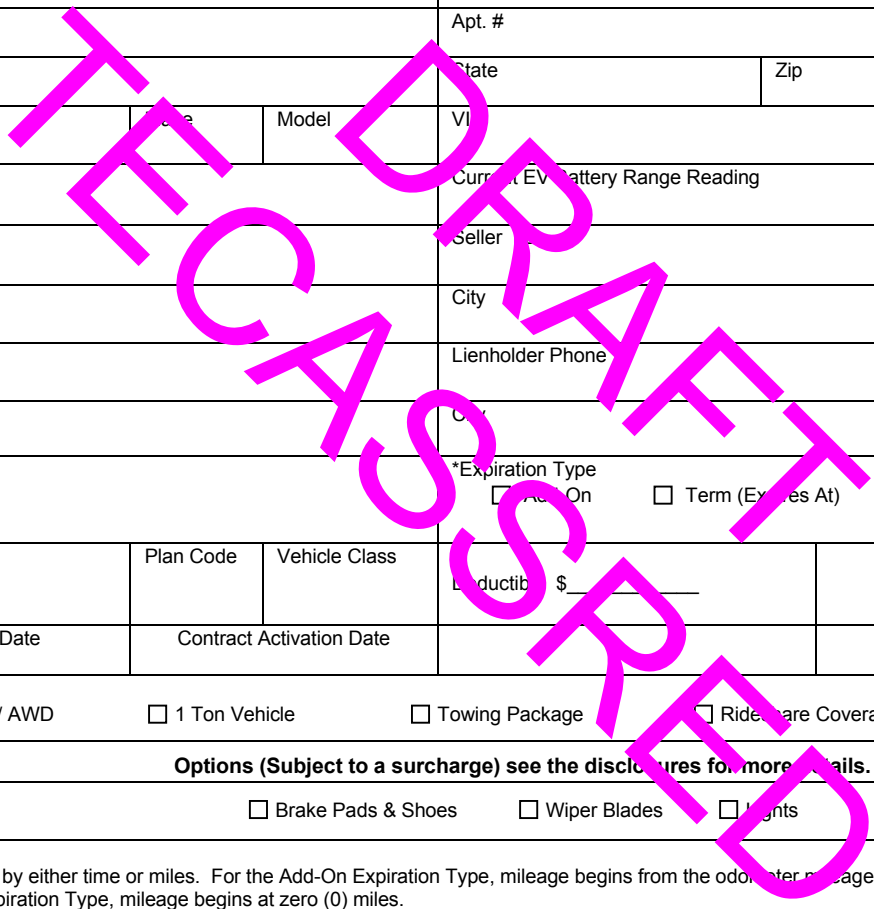


## REGISTRATION PAGE

INS. 400	A.C.I.N.10	C.I.N.
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Vehicle Owner Name			Phone			Service Contract Number		
Street Address			Apt. #					
City			State					
Year	Make	Model	VIN					
Current Odometer Reading			Current EV Battery Range Reading			Current Battery Capacity		
Seller Name			Seller			Seller Phone		
Seller Address			City			State		Zip
Lienholder Name			Lienholder Phone					
Lienholder Address			City			State		Zip
Plan Name			*Expiration Type <input type="checkbox"/> Add-On <input type="checkbox"/> Term (Expires At)			Plan Period Months _____ Miles		
**Validation Period 30 Days and 1000 Miles	Plan Code	Vehicle Class	Product Price \$ _____			Service Contract Purchase Price \$ _____		
Contract Purchase Date		Contract Activation Date						



**Surcharges**

4 Wheel / AWD   
  1 Ton Vehicle   
  Towing Package   
  Ride Share Coverage   
  Commercial

**Options (Subject to a surcharge) see the disclosures for more details.**

Brake Pads & Shoes   
  Wiper Blades   
  Lights

**\*Expiration Type**  
 All Service Contracts expire by either time or miles. For the Add-On Expiration Type, mileage begins from the odometer mileage as of the Service Contract Purchase Date (SCPD). For the "Term" Expiration Type, mileage begins at zero (0) miles.

**\*\*Service Contract Validation Period**  
 Coverage under this Contract begins on the Service Contract Purchase Date (SCPD) unless the SCPD is more than ten (10) days after the Vehicle Purchase Date (VPD). If the SCPD is more than ten (10) days after the VPD, see the Validation Period listed above. The undersigned purchaser of this Service Contract acknowledges that parts and labor benefits are subject to the validation period stated above.

- Disclosures**
1. Purchase of this Service Contract is not required to either obtain financing or to purchase the vehicle.
  2. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision.
  3. **THE CONTRACT REGISTRATION PAGE AND THE SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER. NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER.**
  4. **This Service Contract is not a factory warranty or an extension of factory warranty nor is it a service contract as defined in the Magnusson Moss Act.**
  5. **This is not a contract of insurance.**
  6. **You acknowledge Your understanding of and agree to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section in this Agreement. Refer to the Dispute Resolution/Arbitration Agreement and Class Action Waiver section for opt-out instructions. This Agreement is based on information You provided in this Declarations Page. You acknowledge Your understanding of the limited applicability of the federal Magnusson Moss Warranty Act as set out in this Agreement.**

**Text Messaging Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 13 and are delivered via USA short code 77453. You may receive up to 5 message(s) per month. Message and data rates may apply.**  
 This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 77453, email [Contactus@Royaladmin.com](mailto:Contactus@Royaladmin.com), or call 1-800-871-0467. You may stop your mobile subscription at any time by text messaging STOP to short code 77453

**DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE DISCLOSURES. BY SIGNING YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE DISCLOSURES.**

Certification: I, the undersigned purchaser of this Service Contract, have selected the above coverages and options and understand that depending upon the coverage plan selected, parts and labor benefits are subject to the validations stated above. I certify that I have read and understand the above Service Contract's terms and conditions, the Text Messaging Summary Terms & Conditions, and any implied warranty disclosures.

Service Contract Purchase Date	Service Contract Purchaser Signature	Seller Representative

**Administered by: Royal Administration Services, Inc.**  
**51 Mill Street – Bldg. F, Hanover, MA 02339 Tele: (800) 871-0467**  
**This Contract is between You (the Purchaser), and the Provider.**

# CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

## Repair Service – United States and Canada

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

### NOTE:

**THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER**

**Review Your Registration Page.** The Registration Page contains basic information regarding Your Service Contract.

**Check Your Deductible - Please check the box labeled Deductible on Your Registration Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Seller from whom You purchased this Service Contract.**

# DEFINITIONS

**This Service Contract is an agreement between You and Us.** We, Us, Our and Provider refers to Royal Administration Services, Inc., 51 Mill Street, Building F, Hanover, MA 02339, 800-871-0467. The Provider is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirement section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

**ADMINISTRATOR** refers to Royal Administration Services, Inc. Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-800-871-0467.

**BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:** Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include failure due to sludging or gelling conditions, normal wear and tear (other than battery degradation), loss not specially listed as covered, and any failure listed in What Is Not Covered. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

**COMMERCIAL USE:** Vehicle is used primarily for profit such as repair work, route work, service work, and delivery. Other examples include, but are not limited to, floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, limo or transportation services, including Lyft, Uber or similar services, and realty services.

**RIDESHARE VEHICLE:** A ridesharing vehicle is defined as any vehicle not commercially registered, used for the purpose of transportation of others regardless of whether You receive any compensation for that use.

**COVERAGE:** The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

**COVERED PART or COVERED PARTS:** Any part that experiences a Breakdown during the Contract Term, except for any parts specifically excluded in this Contract and/ or listed in the **What's Not Covered** section of this Contract. **At Our discretion, replacement parts used in Covered Repairs may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

**DEDUCTIBLE:** The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim. In addition, The Deductible does not apply to Ancillary Benefits. All other Covered Repairs will still fall under the Deductible amount You selected.

**ELECTRIC VEHICLE (EV):** A Vehicle which uses one or more electric motors for propulsion. Also referred to as an Electric Drive Vehicle.

**EV BATTERY:** The EV battery pack or individual EV battery cell(s) installed in Your Vehicle. The EV Battery that is installed may vary based on the make and model of a vehicle. The environmental controls heating and air conditioning of the battery are included in your coverage.

**EV BATTERY BREAKDOWN:** The permanent reduction in the amount of energy that an EV Battery can store, which directly impacts its ability to hold an adequate charge. According to the terms and conditions of this Contract, EV Battery Breakdown has occurred once Your Vehicle's EV Battery fails to hold 70% of its original storage capacity. If Your Vehicle states a lower manufacturer's capacity allowance, the allowable degradation will be the lesser of the two capacity limits. We will replace or repair the battery to the manufacturer's original stated capacity +/- 5kWhs.

**CURRENT EV BATTERY RANGE READING:** The current amount of energy that your vehicle's EV Battery is operating with. This reading will be provided by the dealership on the day this Service Contract is purchased.

**CURRENT BATTERY CAPACITY:** The current battery capacity is determined by calculating the Manufacturer's capacity allowance and the current EV battery range reading to determine the permanent reduction in the amount of energy that your EV Battery can store. Vehicles with batteries that cannot hold at least 80% of the original capacity are not eligible for coverage under this program.

**EXPIRATION TYPE:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

**FULL FACTORY WARRANTY, FACTORY WARRANTY:** Refers to the full Manufacturer's Warranty provided to You by the manufacturer at no additional cost and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

**LABOR:** Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility's labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility's labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

**OEM:** Original Equipment Manufacturer.

**PLAN PERIOD:** This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

**SELLER:** Refers to the party who sold You this Service Contract. Please see the box labeled "Seller Name" on the Registration Page for Your Seller's contact information.

**SERVICE CONTRACT:** This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

**SERVICE CONTRACT NUMBER:** Please see the box labeled "Service Contract Number" on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

**VEHICLE, YOUR VEHICLE:** Refers to the electric vehicle described on the Registration Page of Your Service Contract and owned by You.

**WEAR AND TEAR:** Refers to the gradual reduction in component performance through normal operation and use.

## PLAN COVERAGE

### What Your Contract Covers:

Any part that experiences a Breakdown during the Contract Term, **except for any other parts specifically excluded in this Contract and/or listed in the What is Not Covered section of this Contract.** Coverage provides payment/reimbursement for Costs authorized by Us to repair or replace parts/components that experience a Breakdown, less Your Deductible amount in accordance with all terms and conditions of this Contract. **Coverage for seals and gaskets is included ONLY in conjunction with a Covered Repair and cannot be the cause of the Breakdown.**

## OZOPILUS PLAN COVERAGE

All Vehicle Components are covered **except** those listed below:

- **Any Component listed in the section entitled “What is Not Covered”**
- Any equipment when not installed by the manufacturer
- Anti-theft systems
- Body Panels
- Bolts/Nuts/Fasteners unless needed in conjunction with a covered repair.
- Brake Lining and Brake Pads
- Coolant Hoses and Belts
- Drums and Rotors except when damaged by a covered part
- Glass and any treatments or chemicals related to any glass
- Lenses
- Light Bulbs, Halogen bulbs or H.I.D Diodes
- Moldings/Weather-Strips
- Paint
- Passive or active safety and restraint systems, and any sensors and/or components related to those systems.
- Radio/speaker equipment
- Recreational Vehicle equipment
- Remote Controls, Key Fobs or Keyless components
- Sealed Beams
- Sheet Metal/Bumpers
- Shocks and Struts
- Suspension Air Bags
- Telephones, Satellite Services or Systems
- Televisions
- Tires/Wheels/Wheel Covers
- Trim
- Upholstery/Convertible & Vinyl Tops
- Video Entertainment and/or Gaming Systems
- Wiper Blades
- Any Aftermarket Parts
- **The components described in the Vehicle’s Manufacturer’s Maintenance Schedule when such components are repaired or replaced as part of routine or manufacturer-recommended maintenance.**

## ADDITIONAL COVERAGE:

**Technology Group:** The following Manufacturer-Installed components will be covered only if the Technology Group option is selected at the time of purchase and the appropriate surcharge is paid: DVD Players; Radio; CD Players; Video and Gaming Systems; Navigation Systems, Back-up Camera, Parking Sensors. Coverage does not include any removable components such as Remote Controls, DVD or CDs. The maximum benefit allowed is \$2500 during the term of Your Service Contract.

**Seals and Gaskets:** Seals and Gaskets are covered ONLY in conjunction with a Covered Repair. Note: Leaking or seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.

## OPTIONAL COVERAGES (Surcharge applies):

- 1. Brake Pads/Shoes:** You are eligible for the replacement of Brake Pads or Shoes only if the Brake Pads/Shoes option is selected at the time of purchase and the appropriate surcharge is paid. The maximum benefit allowed is \$100 during the term of Your Service Contract.
- 2. Wiper Blades:** You are eligible for reimbursement for the following only if the Wiper Blades option is selected at the time of purchase and the appropriate surcharge is paid: two (2) services up to \$20 each for the replacement of Wiper Blades during the term of Your Service Contract. The maximum reimbursement available for this benefit is \$40 during the term of Your Service Contract.
- 3. Lights:** You are eligible for reimbursement for the following only if the Lights option is selected at the time of purchase and the appropriate surcharge is paid: the cost of an Alignment and replacement of Exterior Lamps & Bulbs with a maximum reimbursement of \$200 during the term of Your Service Contract. The maximum reimbursement available for these benefits is \$200 during the term of Your Service Contract.

**MANDATORY SURCHARGES: The following surcharges must be selected and paid for at the time of purchase. Failure to do so will result in cancellation by Us of this Service Contract.**

- 1. 4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
- 2. 1 Ton Vehicle:** If You have a vehicle with a one-ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.
- 3. Towing Package:** If Your Vehicle is equipped with a Manufacturer Installed Fifth Wheel or Gooseneck Hitch Tow package modification and Manufacturers towing specification are followed, an additional mandatory surcharge is applied. No coverage is provided for components that were utilized to facilitate the vehicle's modification, including but not limited to the Hitch and its components. Proof of installation will be required.
- 4. Rideshare Coverage:** A ridesharing vehicle is defined as any vehicle being used in accordance with the definition provided in this Service Contract.
- 5. Commercial Use Coverage:** Commercial Use is defined as any vehicle being used in accordance with the definition provided in this Service Contract.

## IF YOUR VEHICLE INCURS A BREAKDOWN

- 1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:**
  - A. Determine if Your Vehicle requires Roadside Assistance.** If Your Vehicle requires Roadside Assistance, refer to the section entitled "Plan Coverage," and specifically the sub-section entitled "Additional Benefits."

- B. Prevent Further Damage - Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
- C. Take Your Vehicle to a licensed repair facility of Your choice.
- D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
- E. The repair facility representative must obtain a Claim Authorization Number from the Administrator prior to any repair being initiated or any damaged parts being removed or discarded.
- F. Save all components, including fluids and filters that need to be inspected. We require covered components to be retained for our inspection or disposal.

**REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.**

If prior authorization cannot be obtained during the Administrator's normal business hours and the cost of repair is \$350 or less, the Administrator may waive the pre-authorization requirement at the Administrator's sole discretion. The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator's adjudication process.

- 2. The repair facility **must** do the following **prior** to initiating any repairs:
  - A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. "Necessary" shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467.
- C. Review the Administrator's determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.
- D. Exhaust all available coverages under manufacturer's warranty and automobile insurance where applicable.

- 3. When You pick up Your Vehicle, You **must**:
  - A. Review the work performed with the repair facility representative.
  - B. Pay the Deductible amount shown in the Registration Page.
  - C. Pay for any charges not covered by this Service Contract.

D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

## **PAYMENT OR REIMBURSEMENT OF CLAIMS**

When the damage and repair fall within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within 180 days of the date that the Claim was approved. **No requests for payment will be honored if received more than 180 days after that Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
  1. Itemized listing of approved replacement part names, numbers, and prices.
  2. Description of approved labor and charges necessary to correct the mechanical failure.
  3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
  4. Date of repair.

## **TERMS AND CONDITIONS**

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled “Expiration Type” and “Plan Period” to determine Your period of coverage.

### **CONTRACT HOLDER’S RESPONSIBILITIES:**

#### **1. CLAIM REIMBURSEMENT**

Obtain approval PRIOR to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-800-871-0467, or instruct the repair facility performing the work to call to register the claim BEFORE ANY WORK IS PERFORMED.

See the section entitled “If Your Vehicle Incurs A Breakdown” for additional information.

#### **2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS**

You must properly maintain Your Vehicle and KEEP THE RECEIPTS.

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

### **Maintenance Requirements:**



- a. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations and by a licensed service facility, as outlined in the Owner's Manual for Your Vehicle.

**NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in a denial of coverage under this Service Contract.**

- b. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, including maintenance performed prior to the purchase of this Service Contract while the Vehicle was owned by You. "Proof" means repair orders from a licensed repair facility. Pertinent information must be included that identifies the Vehicle and the repairs performed, in particular the Vehicle Identification Number (VIN), date of service or repair work, mileage, parts and labor.

## **ADMINISTRATOR'S RESPONSIBILITIES:**

### **1. BREAKDOWN OF COVERED PARTS**

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute, within sixty (60) days of Our final determination. Failure to notify us within this time period will be deemed a waiver of any such dispute. Any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this Service Contract shall be filed in Duval County, Florida.

## **GENERAL PROVISIONS:**

### **1. YOUR HELP AND COOPERATION**

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You. We shall not pay for any approved claims if You fail to comply with this section in any way.

### **2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT**

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

### **3. OTHER COVERAGE**

**In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.**

#### **4. DEDUCTIBLE**

**In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible.** No Deductible payment is required with respect to 24 Hour Roadside Assistance and Rental Benefit, if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

#### **5. COVERAGE**

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

#### **6. LIMITS OF LIABILITY**

- a. **Vehicle Repair Claims:** OUR liability for any one authorized repair shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

OUR liability for **all authorized repairs combined**, shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

- b. **EV Battery Claims:** OUR liability for **any one authorized EV Battery repair or replacement** shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees). Our Maximum liability on any EV Battery claim is limited to \$40,000.

OUR liability for **all authorized EV Battery repairs or replacement combined**, shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees). Our Maximum liability on all EV Battery claim is limited to \$40,000.

In the event that the amount of **any one claim or the combined total amount of all authorized claims** meets or exceeds Our liability, Your Service Contract will be deemed expired, and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract's Plan Period. No refund shall be due to You upon expiration of the Service Contract.

## 7. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract may be subject to a Validation Period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the Validation Period, if applicable, is listed on the Registration Page of this Contract. There is no coverage during the Validation Period. Coverage will commence upon the expiration of the Validation Period. If the Validation Period applies, the additional time and mileage contained in the Validation Period will be added to the plan's duration.

## 8. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Service Contract Purchase Date, subject to the Validation Period, if applicable.
- b. Mileage: The plan expiration is measured from the odometer mileage of the Vehicle on the Service Contract Purchase Date, subject to the Validation Period, if applicable.

## EXPIRATION TYPE: TERM

This plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured in time from the Service Contract purchase date.
- b. Mileage: The plan expiration is measured from zero (0) odometer miles and will expire when the vehicle's odometer reaches the mileage of the plan selected.

## 9. MANUFACTURER'S WARRANTY DISCLOSURE

If the term of this Service Contract overlaps with the term of Your Manufacturer's Warranty, look first to Your Manufacturer's warranty for coverage. This Service Contract excludes coverage for any loss covered by Your Manufacturer's Warranty but may nevertheless provide benefits in addition to those provided by Your Manufacturer's Warranty.

## 10. COVERAGE DISPUTES

In the event you dispute all or part of Our determination regarding coverage under this Service Contract, You must notify Us of that dispute within sixty (60) days of Your receipt of Our determination.

# WHAT IS NOT COVERED

**This Contract will NOT PAY or reimburse You for any part or condition excluded throughout this Contract or for:**

1. ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.
2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US.
3. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NOT REPORTED TO US WITHIN 60 DAYS FROM THE DATE THE REPAIR, REPLACEMENT OR SERVICE OCCURS.
4. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A MANUFACTURER DEFECT.
5. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY ACCIDENT(S), MISUSE, ABUSE, NEGLIGENCE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, THE LACK OF PROPER MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.
6. THE FAILURE OF ANY PART NOT COVERED UNDER THIS CONTRACT, INCLUDING THE FAILURE OF A COVERED PART CAUSED BY A NON COVERED PART.
7. ANY REPAIRS, REPLACEMENTS, OR SERVICES COVERED BY A DEALER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).
8. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, OR RENTAL PURPOSES.
9. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES, UNLESS YOU HAVE PAID THE COMMERCIAL USE SURCHARGE AND IT IS SELECTED ON YOUR DECLARATIONS PAGE.
10. HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.

11. ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, AND THE LACK OF COOLANTS/LUBRICANTS.
12. LIABILITY FOR ANY PERSONAL EXPENSES, DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.
13. ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN THE ANCILLARY BENEFITS SECTION) AS A RESULT OF A BREAKDOWN.
14. ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE UNDER THE LIMITS OF LIABILITY SECTION.
15. THE GRADUAL REDUCTION IN A COVERED PART'S OPERATING PERFORMANCE.
16. ANY CLAIM, IF YOUR VEHICLE IS RATED MORE THAN 1 TON.
17. BATTERY CABLE/HARNESSES, MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND ANY RELATED CHARGING ADAPTERS, INTERIOR LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CONTROLLERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL/CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED REPAIR).
18. PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.
19. ANY NON-U.S. SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REFINANCED, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON.
20. ANY BREAKDOWN CAUSED BY ACTS OF CRIME IN NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, FIRE, WINDSTORM, HAIL, WATER, FLOOD, VANDALISM, RIOTS.
21. ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.
22. ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROOFING THAT THE ODOMETER HAS BEEN REPAIRED.
23. ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATIONS, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.
24. EV BATTERY DAMAGE CAUSED BY IMPROPER CHARGING INCLUDING, BUT NOT LIMITED TO OVERCHARGING OR UNDERCHARGING AND/OR MALFUNCTIONS CAUSED BY CHARGING STATIONS.
25. VEHICLES WITH BATTERIES THAT CAN NOT HOLD AT LEAST 80% OF THE ORIGINAL CAPACITY ARE EXCLUDED.

## INELIGIBLE VEHICLES

1. **Any vehicle with True Mileage Unknown (TMU).** TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU (or a similar designation), not actual mileage, or its equivalent by a state regulatory agency or department.
2. **Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.**
3. **Trucks over 1 ton classification, taxis, buses, and government-owned vehicles (including municipalities).**
4. **Vehicles used for racing competition, time trials or rallies.**
5. **Vehicles modified from manufacturer's specifications.** This shall not apply to vehicles equipped with a manufacturer-installed or approved lift kit, provided that the Lift Kit Surcharge is selected on the Registration Page and the corresponding surcharge is paid.
6. **Vehicles not purchased through a licensed authorized agent.**
7. **Grey Market Vehicles.**
8. **Vehicles with a fifth wheel hitch, gooseneck trailer hitch or bumper hitches are covered if installed by the manufacturer and the Towing Package Surcharge was applied and paid.** No coverage is available in the event the hitch and trailers are not used in accordance with Manufacturers specifications regarding weight capacity.

9. Vehicles with a snowplow attachment unless the Commercial Use Surcharge was paid at the time You purchased the Service Contract.
10. Vehicles purchased by a minor.
11. Commercial vehicles. Commercial vehicles shall include: vehicles not registered commercially but used for any commercial purposes; vehicles titled or registered to a company; and vehicles registered and used for any commercial purposes as defined in the Definitions section of this Service Contract. This exclusion does not apply to ridesharing vehicles if the Rideshare Coverage Surcharge was applied and paid, or to commercial vehicles if the Commercial Use Surcharge was applied and paid, as required by the Mandatory Surcharges section of this Service Contract.
12. Vehicles with batteries that cannot hold at least 80% of the original capacity are not eligible for coverage under this program.

## **TRANSFER AND CANCELLATION**

### **TRANSFER OF SERVICE CONTRACT:**

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract. The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:

1. Name of New Owner,
2. Address & Telephone Number,
3. Copy of Title showing transfer.

This Service Contract must be given to the new owner at the time the Service Contract Transfer is completed. Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

### **CANCELLATION OF YOUR SERVICE CONTRACT:**

1. You may cancel this Service Contract at any time.
2. To cancel this Service Contract, either return to the Seller to complete and sign the cancellation form, or mail written notice to the Seller of Your election to cancel this Service Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.
3. Cancellation requests received:
  - a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts.
  - b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.

**All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.**

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

4. We may cancel at any time if:
- a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.
  - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.
  - c. Your Vehicle is used in a manner not covered by the Service Contract.
  - d. Your Vehicle is or has been modified.
  - e. Your Vehicle is an Ineligible Vehicle.
  - f. The charge for the Service Contract is not paid to Us.
  - g. The charge for a Mandatory Surcharge is not paid to Us.
  - h. Your Vehicle is covered by multiple Service Contracts.
  - i. You made material misrepresentation or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
  - j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
  - k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.
  - l. The Seller was not authorized by Us to sell the Service Contract.
  - m. There is a substantial change in the usage of the vehicle (e.g. Commercial Use or Towing Package, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage occurred.

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for the Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. The lienholder may have a security interest in the Service Contract refund. If a security interest exists, the refund will be paid to the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.

## **REFUND**

All refunds will be calculated based on the provisions provided in the section entitled "Transfer and Cancellation."

The Administrator agrees to pay the Provider's respective percentage of the refund, based on the amount of the consideration the Provider received. The Seller agrees to pay its respective percentage of the refund based on the amount of the consideration the Seller received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Seller the Provider's respective percentage of the refund due. Seller shall then remit to You the full refund amount due, which shall include both the Provider's and the Seller's respective percentage of the refund due. In no event

will We or the Administrator be liable for the Seller's portion of any refund due to You, including if the Seller has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Seller has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Seller.

**Royal Administration Services, Inc.**  
51 Mill Street, Building F  
Hanover, MA 02339  
Phone: 1-800-871-0467 • Fax: 1-781-261-2322  
**Florida Certificate of Authority #0109**

**ADDITIONAL BENEFITS (Included at no cost):**

**24 Hour Roadside Assistance:** Your Vehicle can be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. The 24 Hour Roadside Assistance benefits are provided through Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879, 1-855-513-5184. If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided. We will dispatch a Service Provider to Your location. Your benefit includes "sign & drive" services under this Contract up to a maximum of \$100 per use/incident. Sign & drive means You incur no out of pocket expenses up to the \$100 maximum benefit per use/incident. Any fees above the per use/incident maximum will be at Your own expense and will not be reimbursed.

**Emergency Roadside services are provided to You in emergency situations only when Your Vehicle (due to an unforeseen disablement or unavoidable incident) is unable to be driven safely. Services are not designed to be provided when the disablement is caused by poor or non-existent vehicle maintenance, nor does this benefit cover services required for Your Vehicle due to an automobile accident or damage incurred by acts of nature such as: floods, hurricanes, tornadoes, earthquakes, and hail.**

**Services provided by Quest Towing Services will not be available in areas not regularly traveled, such as vacant lots, beaches, open fields, roads closed during the season of the request, or other places which would be hazardous for the Service Provider to reach. Quest Towing Services is not responsible for service in areas that restrict or ban access to motorist such as turnpikes and other governed highways, including toll roads.**

**Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.**

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.**

**Rental Benefit: This benefit is provided to you by Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879, 1-855-513-5184. Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of fifty dollars (\$50.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will**

qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. Rental reimbursement will not apply to charges for rideshare programs (such as Uber or Lyft) or other alternative transportation options. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts and no reimbursement will be provided to You until the authorized repairs are complete and paid.

**Limp Along Coverage:** If Your Vehicle has experienced a Breakdown or Vehicle disablement due to an undercharged/exhausted battery, We will arrange for a Service Provider to be dispatched to Your Location. If Your Vehicle's battery is able to be charged, the Service Provider will charge it for up to 30 minutes, which will provide most Vehicles up to 20 miles of driving range. **This service may NOT be available in all regions and/or for all Electric Vehicle makes and models. If this service is NOT available in Your region and/or for Your Vehicle, We will arrange to have Your Vehicle towed to the nearest charging station.** This service is limited to a maximum of \$150 per occurrence and 1 use per any 12 month period. **Call Us Toll Free, 24 Hours a day, 7 days a week at (855) 413-5184 and We will dispatch a Service Provider to Your location.**

**Dispute Resolution/Arbitration Contract and Class Action Waiver:**

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

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



to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this **Contract**.

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

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

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where **You** purchased the **Contract** shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If **Your** total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, **You** have a right to attend the arbitration hearing in person, and **You** may choose to have any arbitration hearing held in the county in which **You** live, the closest AAA location to **Your** residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may

refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If **You** initiate arbitration with AAA, **You** must pay the AAA filing fee in an amount no greater than the fee **You** would have to pay if **You** filed a complaint in federal court. **We** will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of **Your** claims are frivolous, **You** shall bear all of the Arbitration Costs. If **We** initiate arbitration against **You**, **We** will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

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

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION CONTRACT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS CONTRACT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER).** To opt out, **You** must send written notice to:

American Bankers Insurance Company of Florida P.O. Box 21647, St. Petersburg, FL 33742. **You** must include in **Your** opt out notice: (a) **Your** name and address; (b) the date **You** purchased **Your Contract**; and (c) the **Seller**. If **You** properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

#### **LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**

**You** agree and acknowledge that **You** have paid an additional fee for this **Service Contract** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Service Contract** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Provider** under this **Service Contract**, are not the supplier of the **Covered Vehicle**. Consequently, this **Service Contract** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Service Contract** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

#### **INSURANCE STATEMENT:**

**NOTICE:** This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida (11222 Quail Roost Drive, Miami, FL 33157). If **We** fail to perform or make payment under the terms of this Service Contract within sixty (60) days after **You** request performance or payment, **You** may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

In California, if any promise made in the Contract has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

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**STATE REQUIREMENTS**

The following Special State Requirements and/or Disclosure apply if this Service Contract was purchased in one of the following states:

**ALABAMA**

Under the Cancellation of Your Service Contract provision, item 3.b. is amended as follows:

3.b. All cancellations made after thirty (30) days are subject to a twenty five dollar (\$25.00) cancellation fee. If We cancel this Service Contract, no fee will be charged.

Under the Cancellation of Your Service Contract provision, item 4. is amended to include the following:

If We cancel, We will provide five (5) days written notice. Prior notice is not required if the reason for cancellation is nonpayment of the Service Contract charge or a material misrepresentation by You to Us relating to the covered property or its use.

The following language is added the Cancellation of Your Service Contract provision:

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 return of the Contract. This provision applies only to the original purchaser.

**COLORADO**

The policy number is SFN-765-CO-1-1.

**CONNECTICUT**

The following is added to Section 2 of the Additional Benefits provision:

Any amounts over one hundred dollars (\$100) would be paid for by You.

The following is added to Section 1 of the Cancellation Of Your Service Contract provision:

You may cancel the Service Contract if You return the vehicle or the vehicle is sold, lost, stolen or destroyed.

The following is added under the Terms and Conditions Section:

If the Service Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a service center for repair.

## GEORGIA

Under Cancellation of Your Service Contract, the following is deleted from Section 2: “return to the Dealer to complete and sign the cancellation form”

Under Cancellation of Your Service Contract, the following are changes to Section 3:

Paragraph a. is deleted and replaced with the following:

- a. If this Service Contract is canceled within the first thirty (30) days and no claims have been filed, We will refund the entire Service Contract charge paid. If this Service Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Service Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. In the event of cancellation, if this Service Contract is financed, the lien holder, if any, will be named on a cancellation refund check as their interest may apply. If You have canceled this Service Contract and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the registration page.

Paragraph b is deleted in its entirety.

Under Cancellation of Your Service Contract, the following replaces Section 4, Paragraphs a-i:

This Service Contract is non-cancelable by Us except for fraud, material misrepresentation, or failure to pay premium. Cancellation shall not be in effect less than thirty (30) days from the date of the notice. Cancellation for nonpayment of premium will be made by providing not less than ten (10) days' notice to You and the lien holder. If We cancel this Service Contract, earned premiums shall be completed on a pro-rated basis and the refund will be made within fifteen (15) days of the notice of cancellation. In the event of cancellation for fraud or material misrepresentation, such cancellation shall be made in writing to You and the lien holder. In no event will paid claims be deducted from any refund.

Under Cancellation of Your Service Contract, the following is added to Section 5:

A power of attorney must be obtained by the lien holder for termination for non-payment, or to cancel this Service Contract for default of the agreement. Cancellation shall be in accordance with O.C.G.A. 33-24-44.

Under If Your Vehicle Incurs A Breakdown, the following is added to item 2.a.:

The inspection, teardown and/or diagnostic fees for covered repairs only are covered under this Service Contract.

The following is added under General Provisions, Service Contract Validation Period, Item 7:

The validation period does not apply when the automobile manufacturer or dealer provides an underlying warranty with the sale of the vehicle in accordance with Georgia state laws and regulations. Claims occurring during this period should be reported to the selling dealer or manufacturer. The validation period in Georgia will not exceed thirty (30) days or 1,000 miles.

The following are changes under What Is Not Covered:

Item 5. is deleted and replaced with the following:

Any Breakdown caused by: collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, normal wear and tear, contamination of fluids or fuels, and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.

Item 13. is amended to state that no benefit is provided for a condition, which already existed when You purchased Your Service Contract or for a Mechanical Breakdown which occurred before You purchased Your Service Contract or during any applicable Validation Period and were known to You.

Item 16. is deleted and replaced with the following:

Any alterations, which have been made to Your Vehicle while owned by You, or You are using or have used Your Vehicle, in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.

### **HAWAII**

Under Cancellation Of Your Service Contract, Item 3) is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after the return of the Service Contract to Us.

The following is added to Item 4) under the Cancellation Of Your Service Contract section:

If We cancel this Service Contract, We shall mail to You at Your last known address a prior written notice of cancellation stating the effective date of cancellation at least five (5) days prior to the cancellation. Prior notice is not required if cancellation is for:

- a. Nonpayment of the Service Contract price;
- b. A material misrepresentation by You to Us; or
- c. A substantial breach of duties of You under the Service Contract relating to Your Vehicle or its use.

### **IDAHO**

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

### **ILLINOIS**

Under What Is Not Covered, paragraph 12. is amended to read:

A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown.

Under What Is Not Covered, paragraph 14. is amended to read:

For any repair or replacement of any covered part if a Breakdown has not occurred.

Under Cancellation Of Your Service Contract, Sections 1, 2 and 3 are deleted and replaced with the following:

1. All requests for cancellation shall be made to the Administrator. Upon request for cancellation, submit to the Administrator all of the following: a written request for cancellation that includes Your signature; a statement of vehicle mileage at the time of cancellation; and proof of warranty purchase.

Upon receipt of the required information, the Administrator will calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less.

2. If a request is made within thirty (30) days of purchase, a full refund will be allowed.
3. If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided, less any claims paid.

### **INDIANA**

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

## IOWA

If You have any questions regarding this Service 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 following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Tel: (515) 654-6600.

Under Cancellation of Your Service Contract, items 1, 2 and 3 are deleted and replaced with the following:

You may cancel this Service Contract at any time. A odometer statement indicating the odometer reading at the date of the request will be required. If this Service Contract is canceled by You within the first thirty (30) days, We will refund the entire Service Contract purchase price. If this Service Contract is canceled after the first thirty (30) days, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Service Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00) or 10% of the original purchase price, whichever is lesser. If We cancel the Contract, Written notice of such cancellation will be mailed to You at least fifteen (15) days before the date of the cancellation. A ten percent (10%) each month penalty shall be added to any refund that is not paid or credited within thirty (30) days after the return of the Service Contract to Us.

## KENTUCKY

The following is added under Plan Coverage under Rental Benefits:

This benefit only applies in the event of mechanical failure of a warranted Vehicle component.

## MAINE

The following language is added the Cancellation of Your Service Contract provision:

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 return of the Contract. Cancellation requests received after thirty (30) days of purchase or if a claim has been filed will receive a pro-rata refund based on the unearned amount paid for this Service Contract, less any approved claim amounts. All cancellations are subject to a fifty dollar (\$50.00) processing fee or 10% of the Service Contract charge, whichever is less.

If We cancel this Service Contract, We will mail You written notice of cancellation within fifteen (15) days of cancellation. The written notice will provide the reason for the cancellation and the cancellation effective date. If We cancel this Service Contract for any reason other than non-payment of the Service Contract purchase price, We will refund 100% of the unearned pro rata Service Contract purchase price, less any approved claim amounts.

## MARYLAND

Under Cancellation Of Your Service Contract, Items 3) a. and b. are deleted and replaced with the following:

- a. Cancellation requests received within thirty (30) days will receive a full refund, provided no claims have been paid.
- b. All other cancellations are subject to a fifty dollar (\$50) cancellation fee.

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 return of the Contract.

## MASSACHUSETTS

In Massachusetts - **We, Us, Our** and means the Dealer from whom You purchased the Vehicle and this Service Contract.

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

Chapter 90, Section 7N1/4 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 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 60 days or 2,000 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 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 Service Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Service Contract, which may provide You with additional protection during the dealer warranty period. Further, if the Plan Period is longer than the required dealer warranty period, this Service Contract will provide protection after the dealer warranty has expired. You have been charged separately only for this Service Contract. The required dealer warranty is provided free of charge. Furthermore, the terms stated in the Definitions, Plan Coverage and What Is Not Covered sections of this Service Contract apply only to this Service Contract and are not the terms of the required dealer warranty.

## MINNESOTA

The coverages listed below are provided to You by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used Vehicles with less than 36,000 miles at the time of sale:

- Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale:

- Provides coverage for 30 days or 1,000 miles, whichever occurs first.

**Engine:** Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Primary Engine Housings; Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter.

**Transmission:** Case; Internal Parts; Torque Converter; or the Manual Transmission Case and Internal Parts.

**Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis.

**Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers.

**Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston and Rack.

**Note:** The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator and Starter.

The above coverages are excluded from this Service Contract during the applicable warranty period, unless the dealer becomes unable to meet its obligations. Your rights and obligations are fully explained in the dealer issued Used Vehicle Warranty document.

The following are changes to Section 4 of the Cancellation of Your Service Contract section:

Section b. is deleted and replaced with the following:

- b. Your Vehicle's odometer is disconnected or altered or the true and actual miles cannot be determined while owned by You.

Sections i. is deleted in its entirety.

If We cancel this Service Contract, We will provide fifteen (15) days written notice. If the reason for cancellation is nonpayment of the Service Contract charge, a material misrepresentation by You to Us, or a substantial breach of duties You relating to the covered Vehicle or its use, We will provide five (5) days written notice.

The following is added to the Refund section:

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 return of the Contract .

Paragraphs 2 and 3 are deleted in their entirety from the Ineligible Vehicles section.

The following are changes under What Is Not Covered:

In Paragraph 5, "rust or corrosion" is deleted.

Paragraph 13, is deleted in its entirety and replaced with the following:

Any Breakdown or condition which occurs during the Validation Period if applicable.

### **MISSISSIPPI**

Under the Cancellation of Your Service Contract provision, item 1, is amended to include the following:

If We cancel this Service Contract, We will mail You written notice of cancellation within thirty (30) days. If the reason for cancellation is nonpayment of the Service Contract charge, We will mail You a written notice within ten (10) days.

Under If Your Vehicle Incurs A Breakdown, paragraph (1), the following is added:

In the event of emergency repairs which are essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but, payment will be made in accordance with this Contract.

### **MISSOURI**

The following is added to the Service Contract:

This Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. The obligations under this Service Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

The following is added under the Cancellation Of Your Service Contract Section:

If this Service Contract is cancelled, We shall mail written notice of cancellation to You within forty-five (45) days of cancellation. If You cancel this Service Contract within thirty (30) days of the Service Contract purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the Service Contract. Cancellation requests received after thirty (30) days of purchase or if a claim has been filed will receive a pro-rata refund based on the unearned amount paid for this Service Contract, less any approved claim amounts. All cancellations are subject to a fifty dollar (\$50.00) processing fee.

The following is added under the section entitled If Your Vehicle Incurs A Breakdown, Item 1:

For emergency repairs over \$350.00, contact the Claims Department the next business day during normal business hours.

### **MONTANA**

The following is added to the Cancellation provision:

We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the Service Contract price;
- b. a material misrepresentation by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.



Any cancellation notice must state the effective date and reason for the cancellation.

### **NEW HAMPSHIRE**

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

### **NEW JERSEY**

Under Cancellation Of Your Service Contract, Item 1) a. is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after the return of the Service Contract to Us.

Under the Cancellation of Your Service Contract provision, item 4. is amended to include the following:

If We cancel this Service Contract for any reason other than non-payment of the Service Contract price or for material misrepresentation or omission by You, or for a substantial breach of contractual obligations concerning the property or its use, notice of cancellation will be mailed to You at your last known address provided to our Administrator no less than five (5) days prior to the cancellation of Your Service Contract. The notice shall state both the reason for cancellation and the effective date of the cancellation.

### **NEW MEXICO**

Under Cancellation Of Your Service Contract, Item 3) a. is deleted and replaced with the following:

- a. If You cancel this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. If we fail to refund the Service Contract purchase price within sixty (60) days after You return the Service Contract to Our Administrator, a penalty of ten percent (10%) of the Service Contract purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to Your refund. This provision applies only to the original purchaser.

Section 4 is deleted in its entirety and replaced with the following:

If this Service Contract has been in effect for less than seventy (70) days, We may cancel for any reason. After this Service Contract has been in effect seventy (70) days or more, We may only cancel for one or more of the following reasons:

- a. Your failure to pay an amount when due;
- b. Your conviction of a crime that results in an increase in the service required under this Service Contract;
- c. Discovery of fraud or material misrepresentation by You in obtaining this Service Contract or in presenting a claim for service hereunder;
- d. The Dealer was not authorized by Us to sell the Service Contract;
- e. Discovery by Us that the Vehicle is being used in a manner not covered under the Service Contract, or that the Vehicle is otherwise ineligible for coverage under the Service Contract;
- f. Your Vehicle is a total loss, an unrecovered theft, or repossessed;
- g. Discovery of either of the following if it occurred after the effective date of this Service Contract and substantially and materially increased the service required under the Service Contract:
  - i. An act or omission by You; or
  - ii. A violation by You of any condition of this Service Contract.

Notice of cancellation will be mailed to You fifteen (15) days prior to the effective date of cancellation. The notice of cancellation will state one of the above mentioned bases of cancellation and will include any reimbursement required.

## **NEW YORK**

Under Cancellation Of Your Service Contract, Item 3) a. is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within thirty (30) days after the return of the Service Contract to Us.

The following is added to the Cancellation Of Your Service Contract Provision, Section 4:

If We cancel this Service Contract, We will mail a written notice to Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective reimbursement required under Section 3 of this provision. Written notice is not required if the reason for cancellation is nonpayment of the Service Contract price or material misrepresentation or a substantial breach of duties by You relating to the vehicle or its use.

## **NORTH CAROLINA**

Under Cancellation Of Your Service Contract – Section 3, b. is amended as follows:

- a. b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A cancellation of fifty dollars (\$50.00) or 10% of the pro-rate refund amount, whichever is less, will apply. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check and their interest may appear.

Under Cancellation of Your Service Contract, the following replaces Section 4, Paragraphs a-j:

We may cancel this Service Contract only for non-payment of the Service Contract purchase price or for a direct violation of the Service Contract by You.

## **SOUTH CAROLINA**

Under Cancellation Of Your Service Contract – Section 3 Paragraphs a. and b. are deleted and replaced with the following:

- a. If this Service Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract charge paid.
- b. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Service Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins.

The following is added to the Terms and Conditions Section:

If You dispute a claim You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, SC 29201.

## **TEXAS**

The Cancellation Of Your Service Contract section is deleted in its entirety and replaced with the following:

1. You may cancel this Service Contract at any time by forwarding Your written request directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Service Contract is canceled by You within the first sixty (60) days and no claims have been filed, We will refund the entire Service Contract purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Service Contract to Us. If this Service Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Service

Contract was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00).

2. We may cancel this Service Contract based on one or more of the following reasons:

(A) non-payment of the Service Contract purchase price; (B) a material misrepresentation made by You; (C) a substantial breach of duties by You under the Service Contract relating to the Vehicle or its use; (D) the Vehicle is used in a manner not covered by this Service Contract; (E) the Vehicle is an Ineligible Vehicle; (F) The Vehicle is a total loss, an unrecovered theft, or is repossessed; or (G) The Dealer was not authorized to sell the Service Contract. If this Service Contract is canceled by Us, We will refund the unearned Service Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50.00).

If We cancel the Service Contract, We shall send a written notice of cancellation to You via first class mail to Your most recent address on file with Us. The notice will state the effective date of cancellation and the reason for cancellation.

## UTAH

The following are changes under Benefits:

**1. 24 Hour Roadside Assistance:** In Utah the roadside provider is Quest Towing Services LLC, Toll-free number 855-513-5184

The following is added to the Terms and Conditions section:

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

Under the Cancellation Of Your Service Contract section, Item 4) is deleted and replaced with the following:

We may cancel this Service Contract within the first sixty (60) days for any reason. If this Service Contract has been in effect for more than sixty (60) days, We may cancel this Service Contract only for one or more of the following reasons:

- a. Nonpayment of the Service Contract price;
- b. Material misrepresentation;
- c. A substantial change in the risk assumed by Us unless We should reasonably have foreseen the change or contemplated the risk when entering this Service Contract;
- d. Substantial breaches of contractual duties, conditions, or warranties, under this Service Contract;
- e. The Vehicle is an Ineligible Vehicle or is used in a manner not covered by this Service Contract;
- f. The Vehicle is a total loss, unrecovered theft, or is repossessed; or
- g. The Dealer was not authorized to sell the Service Contract to You.

Under the Refund section, the following is added:

If We cancel this Service Contract, You will receive a refund in accordance with Item 3) of the Cancellation Of Your Service Contract section. We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days in advance, and at least ten (10) days in advance if the reason for cancellation is nonpayment of the Service Contract price, before We cancel this Service Contract. Such cancellation notice will be delivered or mailed by first class mail.

Under the If Your Vehicle Incurs a Breakdown Section, the section entitled Payment Or Reimbursement of Claims is amended to state that failure to request reimbursement for a claim within one hundred eighty (180) days of the claim approval does not invalidate Your right to reimbursement if You show it was not reasonably possible to request reimbursement within one hundred eighty (180) days.

The last paragraph under the If Your Vehicle Incurs A Breakdown Section, Item 1) is deleted and replaced as follows:

For emergency repairs, should a breakdown occur outside of the Administrator's normal business hours, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in case of excessive parts or labor charges. Failure of the Contract holder to give any notice or file any proof of loss required by the policy within the time specified in the policy DOES NOT invalidate a claim made by the insured, IF the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

The following is added to the Service Contract:

You may include the Service Contract price with the financing of the Vehicle, or pay the Administrator for the entire amount of the Service Contract separately.

## **VERMONT**

Under Cancellation Of Your Service Contract, items 3a. and 3b. are deleted and replaced with the following:

- a. Cancellation requests received within the first thirty (30) days of this Service Contract will receive a full refund with no cancellation fee, provided no claims have been paid.
- b. Cancellation requests received after the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.