

VEHICLE SALE DATE _____	VIN _____
VEHICLE YEAR _____ MAKE _____	MODEL _____ MILEAGE _____
VEHICLE PRICE _____	CONTRACT PRICE _____

OWNER NAME _____	ADDRESS _____
PRIMARY PHONE _____	CITY _____
SECONDARY PHONE _____	STATE _____ ZIP _____

DEALER NAME _____	LIEN HOLDER _____
PRIMARY PHONE _____	PHONE _____
SECONDARY PHONE _____	ADDRESS _____
SALESPERSON NAME _____	CITY _____ STATE _____ ZIP _____

*I have read and fully understood the terms of this contract. I understand this agreement is not required in order to purchase or obtain financing of a motor vehicle.*

CUSTOMER SIGNATURE: **X** \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

MONTHS (FROM EFFECTIVE DATE): _____	MILEAGE AT CONTRACT EXPIRATION: _____	CHOOSE YOUR COVERAGE: <input type="checkbox"/> PRIME SELECT <input type="checkbox"/> PRIME WRAP <input type="checkbox"/> PRIME ROYAL <input type="checkbox"/> PRIME EXCLUSIONARY	<input type="checkbox"/> NEW VEHICLE <input type="checkbox"/> USED VEHICLE
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<b>DEDUCTIBLE: (if no box marked, \$100 Deductible applies)</b> <b>CLASS 1/2/3</b> <input type="checkbox"/> \$0 DEDUCTIBLE \$200 <input type="checkbox"/> \$50 DEDUCTIBLE \$100 <input type="checkbox"/> DISAPPEARING DEDUCTIBLE \$150 <small>(\$0 Deductible if done at selling dealer's repair facility)</small>	<b>CLASS 4/5</b> <input type="checkbox"/> \$0 DEDUCTIBLE \$400 <input type="checkbox"/> \$50 DEDUCTIBLE \$200 <input type="checkbox"/> DISAPPEARING DEDUCTIBLE \$250 <small>(\$0 Deductible if done at selling dealer's repair facility)</small>	<b>ADDITIONAL COVERAGES AVAILABLE:</b> <input type="checkbox"/> WEAR & TEAR \$75 (Provides coverage for items beyond manufacturer's service on covered components) <input type="checkbox"/> SEALS AND GASKETS \$100
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<b>MANDATORY SURCHARGES:</b> <input type="checkbox"/> DIESEL - \$200 <input type="checkbox"/> DUAL REAR WHEEL - \$200 <input type="checkbox"/> 4WD/AWD - \$100	<input type="checkbox"/> HYBRID - \$200 <input type="checkbox"/> VEHICLES WITH LIFTS UNDER 6" as long as Lift Manufacturer Warrants Lift for Minimum of 3 years - \$300	<input type="checkbox"/> COMMERCIAL/BUSINESS VEHICLE - \$300 <small>(Any vehicle licensed or used for business purposes, including delivery services or a contractor.) Excluded vehicles include: taxis, emergency, police, limo, shuttles, rental, tow, and dump vehicles. For additional information see Commercial Vehicles under Section IV, #25.</small>
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**MECHANICAL REPAIR SERVICE CONTRACT**

This agreement describes the coverage **You** will have under **Your** Mechanical Repair Service Contract (hereafter referred to as "Service Contract"). In return for payment by **You** of the **Service Contract Price** and subject to all the terms of this Service Contract, **We** agree with **You** as follows:

**I. WHAT THIS SERVICE CONTRACT COVERS**

**Coverage** - During the Service Contract Period **We** will pay a **Repair Facility**, or at **Our** option, reimburse **You** the **Cost** to remedy any **Mechanical Breakdown** of the parts listed below, less **Deductible**. Parts not listed are not covered by this Service Contract.

**At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

**1. SELECT COVERAGE:**

**A. ENGINE** - Cylinder block, cylinder heads, and all internally lubricated parts including: pistons, piston pins, piston rings, connecting rods, connecting rod bearings, crankshaft and main bearings, camshaft and lifters/followers (lifters or followers which have not failed, and only require cleaning are not covered), intake and exhaust valves, push rods, rocker arm shafts, rocker arms, timing drive components including timing chains/belts (timing chain or belt which is being changed as part of the manufacturer's preventive maintenance schedule, is not covered). Valve train covers, intake and exhaust manifolds, flywheel, oil pump, and oil pan. Internal engine sensors. Without the optional **Seals and Gaskets** coverage, cylinder head gaskets and intake manifold gaskets are covered for coolant leaks only.

**B. AUTOMATIC TRANSMISSION** - Case and all internally lubricated parts including: planetary gear systems, clutch and steel packs, clutch drums, bands, internal seals, pump, valve body, and overrunning or one way clutch assemblies. Torque converter and the torque converter housing.

**C. STANDARD TRANSMISSION** - Case and all internally lubricated parts, including: input shaft, output shaft, idler shafts, main shaft, all internal gears, shift forks, and synchronizer assemblies. (NOTE: Standard transmission clutch assemblies, linkages, and hydraulic clutch units are NOT covered).

**D. TRANSFER CASE** - Transfer case on all four wheel drive vehicles and all internally lubricated parts.

**E. DIFFERENTIAL** - Front or rear differential housing and all internally lubricated parts. Front or rear Drive Shaft, universal joints, yokes, and carrier bearing. Front or rear axles and axle joints. (NOTE: Wheel bearings and CV or slip joint damage due to boot failure are NOT covered).

**F. LABOR** - Labor charges are based on Mitchell flat rate time to repair or replace a covered component up to one hundred twenty-five dollars (\$125.00) per hour of posted labor rate time.

**G. RENTAL CAR** - Thirty dollars (\$30.00) per day up to 3 days after claim is opened. **We** are not responsible for repair facility's inability to schedule repair or obtain parts.

**H. SEALS AND GASKETS** - Only covered as part of an authorized repair unless the optional Seals and Gaskets coverage is elected.

**I. FUEL SYSTEM** - Primary Fuel Pump

**J. COOLING SYSTEM** - Fan and fan clutch, electric fan motor, and primary water pump.

**K. AIR CONDITIONING** - Compressor, compressor clutch, clutch coil, evaporator, and condenser on vehicles with factory installed air conditioning originally equipped with R134a.

**L. STEERING** - Steering gear, rack and pinion, and all internal parts. Power steering cooler and lines.

**M. SUSPENSION** - Front or rear springs which are broken. Control arms, front or rear radius arm and bushings. Swaybar links. Rear trailing arms and bushings, control arm bushings, and upper or lower ball joints. Front Wheel Bearings. (NOTE: Replacement of items worn beyond manufacturers recommendations require optional **Wear & Tear** coverage. Wheel alignment if needed as part of a covered repair).

**N. BRAKES** - All brake components, including all components of the anti-lock brake system including: wheel cylinders, front or rear calipers, brake springs, pins, and hardware kits, wheel speed sensors (sensors damaged by bad wheel bearings are not covered), brake hoses, brake lines, brake combination or proportioning valves, master cylinder, ABS pump, ABS module, ABS hydraulic unit, ABS hydraulic control unit, and ABS accumulator. (NOTE: Brake linings, pads, rotors and drums are NOT covered).

**O. ELECTRICAL** - Alternator, voltage regulator, front or rear wiper motors (head lamp wiper assemblies are NOT covered), starter motor, starter solenoid, power window motors and regulators, power seat motors, and power door lock actuators. Ignition Switch. Power antenna motor, sun roof motor, convertible motors.

**P. EMERGENCY ROAD SERVICE** - In the event **Your Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive twenty-five (25) miles of towing at no cost. Any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, **You** must call 866-330-0760. **You** will be required to give the representative assisting **You** the following information: Producer Code-96581, **Your** Member Number (which is **Your** contract number on the top right of **Your** contract) and **Your** plan letter which is U.

Coverage: **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no cost are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual cost of the delivered materials), locksmith. Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to fifty dollars (\$50.00). **You** must send **Your** original receipted roadside bills along with a letter of explanation to: Prime Auto Care, Inc., 1081 Hanover Street, Wilkes-Barre, PA, 18706-2028.

**Q. LIMIT OF LIABILITY** - **Our** maximum liability for Select Coverage is the **Cost** to repair any covered **Mechanical Breakdown** as per the terms of this Service Contract. The total of benefits payable for the term of the Service contract shall not exceed the original **Vehicle** Purchase price as shown on the front of this Service Contract or the NADA retail value of the **Vehicle** at the time of repair.

**OTHER WARRANTY STATEMENT: ANY LOSS COVERED BY THE VEHICLE MANUFACTURER'S WARRANTY AT THE TIME OF FAILURE OR ANY OTHER APPLICABLE WARRANTY IS NOT COVERED BY THIS AGREEMENT.**

## 2. ROYAL COVERAGE - ROYAL COVERAGE INCLUDES ALL COMPONENTS COVERED UNDER: 1. SELECT COVERAGE PLUS:

**A. ENGINE** - All factory installed sensors use to monitor engine performance, including: oxygen MAS, MAP, TPS, vacuum, coolant temp, knock, cam, crank and oil level, oil pressure, fan temperature, and EGR position sensors. Engine control module, fuel injection control module.

External Engine Components: harmonic balance, crankshaft pulley, engine mounts, idler pulleys, intercooler, belt tensioners, timing cover, emission air pump and control valve, crankcase ventilation valve, EGR valve and cooler, throttle body, idle air control motor or solenoid, factory oil cooler, oil filter adapter, and thermal vacuum valves.

**B. TRANSMISSION** - Internal or external solenoid packs and factory electronic control modules. Power train module, and shift control modules.

**C. DIFFERENTIAL AND TRANSFER CASES** - External shift solenoids, levers, or mechanisms.

**D. COOLING SYSTEM** - Radiator, fan control module, heater motor, heater control module, coolant pump for heater, coolant heater solenoids or control valves. (NOTE: Dash control unit and engine thermostat are NOT covered).

**E. AIR CONDITIONING** - AC radiator cooling fan, drier, orifice tube, AC control module which is NOT part of the Dash control unit, evaporator, condenser. (NOTE: Dash control unit is NOT covered).

**F. STEERING** - Power Steering pump (electric or mechanical).

**G. ELECTRICAL** - Sun roof motors, convertible top motors or actuators, wiper delay module, neutral safety switch, brake light switch, ignition key warning buzzer, power antenna, power mirrors, cruise control computer and actuator; power trunk, tailgate, hatch, and side door motors or actuators (including vacuum motors or actuators). Remote door lock receivers. (NOTE: GPS, Radio, Stereo Systems, CD Changers, MP3 players, TV, Disc Players, Satellite Radio, and Onstar units are NOT covered).

**H. RENTAL CAR** - Modified to thirty-five dollars (\$35) per day for up to five days after a claim is opened. We are not responsible for the repair facility's inability to schedule repairs or obtain parts.

**I. EMERGENCY ROAD SERVICE** - Maximum dollar amount for any covered services is modified to seventy-five dollars (\$75.00).

**J. TRIP INTERRUPTION** - In the event of covered **Mechanical Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) **Per Occurrence**. Prior authorization is not required for Trip Interruption benefits.

**K. LABOR** - Labor rate is modified up to one hundred fifty dollars (\$150.00) based on Mitchell accepted flat rate time to repair or replace a covered component.

**L. FUEL SYSTEM** - Primary and secondary fuel pumps, fuel injectors, fuel rails, fuel pressure regulator(s), fuel control module.

**M. TURBOCHARGER/SUPERCHARGER** - Factory installed turbo/supercharger, waste gate, and control module.

**N. FLUIDS** - Up to one hundred dollars (\$100.00) fluid allowance for any covered repair including R134a refrigerant.

**O. DIAGNOSTIC CHARGES** - Up to two hours or one hundred dollars (\$100.00) diagnostics coverage (whichever is less).

**P. LIMIT OF LIABILITY** - **Our** maximum liability for Royal Coverage is the **Cost** to repair any covered **Mechanical Breakdown** as per the terms of this Service Contract. The total of benefits payable for the term of the Service contract shall not exceed the original **Vehicle** Purchase price as shown on the front of this Service Contract or the NADA retail value of the **Vehicle** at the time of repair.

Only the components listed under the Category of Coverage, that **You** have chosen (as indicated on the front page of this Service Contract), are covered by this Service Contract. No other components, systems, or units, are covered by this Service Contract. Once this contract is in effect, coverage cannot be upgraded or changed in anyway.

**3. WRAP COVERAGE** - **Wrap coverage is intended to cover the components that the manufacturer covered under their original new car warranty once the initial phase of the manufacturer's warranty has expired AND while the Vehicle is still covered under the manufacturer's power train warranty.**

**A.** Wrap Coverage will cover all approved repairs for any failure\*\* EXCEPT any component that was originally covered under the manufacturer's power train warranty as indicated by the manufacturer for your year and model **Vehicle**, and for those items listed in **C. EXCEPTIONS TO WRAP COVERAGE**.

**B. WRAP COVERAGE TERM:** Wrap Coverage will start at the **Vehicle** Sales Date and will remain in effect for the lesser of the duration chosen or the expiration of the manufacturer's power train warranty.

### C. EXCEPTIONS TO WRAP COVERAGE:

- All maintenance related items and the following parts including, but not limited to light bulbs, belts, hoses, filters, lubricants, coolants, sparkplugs, glowplugs, batteries, brake pads, rotors, drums, system restraint sensors and airbags, all exhaust system components, including the catalytic converter, paint, tires, wheels, and rims, body components, glass/plastic, factory recommended services.
- Service suggested or required factory warranty, recalls or Technical Service Bulletins.
- Any repair where the component has not broken or failed\*\*. WRAP COVERAGE DOES NOT cover components which are not worn beyond manufacturer's service limits or failed.\*\*
- Exhaust system including catalytic converter, other than exhaust manifolds.
- Rust or corrosion damage, any body repairs, convertible tops, air or water leaks or damage they cause, squeaks, rattles, sun damage, and any weather stripping.
- ANY part, component, computer, module, control unit or related failure\*\* that was originally covered under the Manufacturer's Power Train Warranty for the **Vehicle** year and model.
- Onstar systems, satellite receivers of any type, GPS systems, sound systems, radio and stereo units, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any onboard electronics, MP3 players, any electronic interfaces.
- Any item listed in Section IV WHAT THIS CONTRACT DOES NOT COVER.

**D. RENTAL CAR** - Fifty dollars (\$50.00) per day for up to seven days after a claim is opened. **We** are not responsible for the repair centers inability to schedule repairs or obtain parts.

**E. EMERGENCY ROAD SERVICE** - In the event **Your Vehicle** is disabled, **We** will dispatch a service **Vehicle** to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power, **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive twenty-five (25) miles of towing at no cost. Any additional mileage will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service, **You** must call 866-330-0760. **You** will be required to give the representative assisting **You** the following information: Producer Code-96581, **Your** Member

Number (which is **Your** contract number on the top right of **Your** contract) and **Your** plan letter which is U.

Coverage: **You** are entitled to one (1) service per seventy-two (72) hours. Services available to **You** at no cost are: a tow up to twenty-five (25) miles, battery jumpstart, flat tire change, fuel delivery (**You** are responsible for the actual cost of the delivered materials), locksmith.

Reimbursement: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration. Maximum for any covered services is strictly limited to one hundred dollars (\$100.00). **You** must send **Your** original receipted roadside bills along with a letter of explanation to: Prime Auto Care, Inc., 1081 Hanover Street, Wilkes-Barre, PA, 18706-2028.

**F. TRIP INTERRUPTION** - In the event of covered **Mechanical Breakdown** which occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping the **Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to ninety dollars (\$90.00) per day for a maximum of three (3) days. Total benefits shall not exceed two hundred seventy dollars (\$270.00) **Per Occurrence**. Prior authorization is not required for Trip Interruption benefits.

**G. LABOR** - Labor rate is modified up to one hundred fifty dollars (\$150.00) based on Mitchell accepted flat rate time to repair or replace a covered component as part of an authorized repair.

**H. FLUIDS** - Up to two hundred dollars (\$200.00) fluid allowance for any covered repair including R134a refrigerant.

**I. DIAGNOSTIC CHARGES** - Up to two hours or two hundred dollars (\$200.00) diagnostics coverage (whichever is less).

**J. LIMIT OF LIABILITY** - **Our** maximum liability for Wrap Coverage is the **Cost** to repair any covered **Mechanical Breakdown** as per the terms of this Service Contract. The total of benefits payable for the term of the Service contract shall not exceed the original **Vehicle** Purchase price as shown on the front of this Service Contract or the NADA retail value of the **Vehicle** at the time of repair.

**4. ROYAL WITH EXCLUSIONARY COVERAGE** - **Royal Exclusionary coverage includes coverage on all factory installed mechanical or electrical components except those items listed below and in SECTION IV WHAT THIS CONTRACT DOES NOT COVER. ROYAL EXCLUSIONARY COVERAGE ALSO INCLUDES ITEMS D-J UNDER WRAP COVERAGE:**

### A. EXCEPTIONS TO ROYAL EXCLUSIONARY COVERAGE:

- All maintenance related items and the following parts including, but not limited to light bulbs, belts, hoses, filters, lubricants, coolants, sparkplugs, glowplugs, batteries, brake pads, rotors, drums, system restraint sensors and airbags, all exhaust system components, including the catalytic converter, paint, tires, wheels, and rims, body components, glass/plastic, factory recommended services.
- Service suggested or required factory warranty, recalls or Technical Service Bulletins.
- Any repair where the component has not broken or failed\*\*. COVERAGE DOES NOT cover components which are not worn beyond manufacturer's service limits or failed.\*\*
- Rust or corrosion damage, any body repairs, convertible tops, air or water leaks or damage they cause, squeaks, rattles, sun damage, and any weather stripping.
- Onstar systems, satellite receivers of any type, GPS systems, sound systems, radio and stereo units, wireless transmitters, audio visual units or displays, televisions, DVD players, software for any onboard electronics, MP3 players, any electronic interfaces.
- Any item listed in Section III WHAT THIS CONTRACT DOES NOT COVER.

\*\* Failed or Failure: A component which has received recommended factory service but which is broken or can no longer function within manufacturer's service limits.

**II. KEY TERMS** - When used, Key Terms will appear in **bold** print.

**"Vehicle"** means the covered car or truck shown on the front of this Service Contract.

**"You"** and **"Your"** mean the customer (private individual) shown on the front of this Service Contract, or an eligible person to whom this Service Contract has been properly transferred.

**"We"**, **"Us"** and **"Our"** mean the obligor of this Service Contract: Prime Auto Care, Inc., 1081 Hanover Street, Wilkes-Barre, PA 18706, 1-800-292-3555; Fax: (570) 270-6124.

**"Administrator"** means the company that provides, administrative services for this Service Contract: Prime Auto Care, Inc., 1081 Hanover Street, Wilkes-Barre, PA 18706, 1-800-292-3555; Fax: (570) 270-6124.

**"Mechanical Breakdown"** - A **Mechanical Breakdown** under this contract, is defined as the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This DOES NOT include the gradual reduction in operating performance due to wear and tear. For coverage of wear beyond service limits, the Wear and Tear option must be selected.

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

**At the Administrator's option, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts. All parts will conform to manufacturer's specifications.**

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

**"Deductible"** means the amount **You** must pay for covered repairs per visit. The standard **Deductible** is \$100. If **Your Cost** is a **Warranty Deductible** charge imposed by the manufacturer, this Service Contract will pay the manufacturer's **Deductible**.

**"Months"** means the number of **Months** shown on the front of this Service Contract.

**"Miles"** means the number of **Miles** shown on the front of this Service Contract.

**"Service Contract Price"** means the amount **You** paid for this Service Contract shown on the front of this Service Contract.

**"Service Contract Purchase Date"** means the date **You** purchased this Service Contract.

**"Repair Facility"** means a franchised dealer or licensed **Repair Facility**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

**"Selling Dealer"** means the dealer from whom **You** purchased this Service Contract shown on the front of this Service Contract.

## III. DESCRIPTION OF OPTIONAL COVERAGES

**1. Wear & Tear Coverage** - provides coverage for covered components that are worn beyond manufacturer's specifications.

**2. Seals & Gaskets** - provides replacement of seals and gaskets which are leaking fluids (lubricants or coolant). Slight seepage is not considered to be a covered repair (size of a quarter in 24 hours). (Note: Vacuum leaks are not covered)

#### IV. WHAT THIS SERVICE CONTRACT DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED: THE MAINTENANCE SERVICES AND PARTS DESCRIBED UNDER MAINTENANCE REQUIREMENTS AS SHOWN IN THIS SERVICE CONTRACT OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY, INSURANCE POLICY, REPAIR FACILITY'S GUARANTEE, OR ANY OTHER GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
2. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
3. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, CONDITIONS OF THE ENVIRONMENT, DAMAGE THAT RESULTS FROM SOMEONE ALTERING THE VEHICLE, MISUSING THE VEHICLE, TAMPERING WITH THE VEHICLE, MAKING IMPROPER ADJUSTMENTS, IMPROPER FUELS, IMPROPERLY MAINTAINING THE VEHICLE, FAILING TO MAINTAIN THE VEHICLE WITHIN MANUFACTURER'S RECOMMENDATIONS, DAMAGE OR FAILURE OF A COVERED COMPONENT CAUSED BY AN NON-COVERED COMPONENT, AND PREVIOUS OR IMPROPER REPAIRS. FUSES, CIRCUIT BREAKERS, SPEAKERS, STANDARD TRANSMISSION CLUTCH ASSEMBLIES, FRICTION CLUTCH DISC, PRESSURE PLATE AND OVERSIZE/UNDERSIZE TIRES.
4. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.
5. FOR A MECHANICAL BREAKDOWN WHEN CONTAMINATED OR POOR QUALITY FLUIDS, FUELS, LUBRICANTS OR GREASE CAUSED OR CONTRIBUTED TO THE MECHANICAL BREAKDOWN OR FOR DAMAGE CAUSED BY FUELS CONTAINING MORE THAN 10% ETHANOL IF THE VEHICLE WAS NOT MANUFACTURED FOR THIS FUEL MIXTURE.
6. FOR FLUID LEAKS OR DAMAGE THAT RESULTS FROM FLUID LEAKS.
7. FOR ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, LACK OF COOLANT OR LUBRICANTS.
8. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. PROFESSIONALLY INSTALLED LIFT KITS UP TO 6" [WITH OVERSIZE TIRES RECOMMENDED BY THE LIFT KIT MANUFACTURER; OTHERWISE, VEHICLES WITH OVERSIZE OR UNDERSIZE TIRES ARE NOT COVERED]) ARE ALLOWABLE UNDER THIS CONTRACT IF THE MANDATORY SURCHARGE IS SELECTED ON THE REGISTRATION PAGE AND PAID FOR, AFTERMARKET PERFORMANCE PARTS OR SYSTEM).
9. FOR A MECHANICAL BREAKDOWN CAUSED BY ABUSE, MISUSE, ALTERATIONS OR LACK OF CUSTOMARY MAINTENANCE AS RECOMMENDED IN SERVICE CONTRACT SECTION IV A. MAINTENANCE REQUIREMENTS AND/OR IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.
10. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART.
11. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT INSTALLED BY THE MANUFACTURER.
12. IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE, WHEREBY THIS CONTRACT WILL BE CONSIDERED VOIDED
13. SEALS AND GASKETS ARE NOT COVERED BY THIS SERVICE CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH A COVERED REPAIR.
14. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
15. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
16. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE.
17. IF YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
18. FOR EXPENSES CHARGED FOR DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS.
19. FOR EXPENSES CHARGED FOR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.
20. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
21. FOR A MECHANICAL BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
22. FOR A MECHANICAL BREAKDOWN CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.
23. IF YOUR VEHICLE HAS BEEN MODIFIED TO PLOW SNOW, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE VEHICLE OR NOT.
24. FOR A MECHANICAL BREAKDOWN CAUSED BY RUST OR WEATHER RELATED CORROSION.
25. IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES AND YOU HAVE NOT SELECTED OR PAID FOR COMMERCIAL COVERAGE OR YOUR VEHICLE DOES NOT OTHERWISE MEET OUR CRITERIA FOR COMMERCIAL VEHICLES. EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), PICKUP AND DELIVERY SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THAN ONE DRIVER. CERTAIN COMMERCIAL USE IS ALLOWED IF THE VEHICLE OTHERWISE MEETS THE ADMINISTRATORS GUIDELINES AND THE SURCHARGE ON THE REGISTRATION PAGE HAS BEEN SELECTED AND PAID FOR.
26. IF YOUR VEHICLE IS AN EXOTIC VEHICLE OR IS A TRUCK RATED MORE THAN 1 TON.
27. FOR REPAIRS MADE SOLELY TO MEET OR MAINTAIN ANY GOVERNMENTAL EMISSION STANDARDS.
28. DAMAGE CAUSED TO YOUR ENGINE, TRANSMISSION, TRANSFER CASE OR AXLE ASSEMBLY RESULTING FROM WATER INGESTION.
29. FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
30. FOR REPAIRS RECOMMEND BY A MANUFACTURER'S TECHNICAL SERVICE BULLETIN (TSB).
31. EXHAUST SYSTEMS INCLUDING CATALYTIC CONVERTERS EXCEPT IF AN INTEGRAL PART (NON REPLACEABLE) OF THE EXHAUST MANIFOLD.
32. ANY COMPONENT WHICH IS NOT LISTED IN THE SELECTED COVERAGE SECTION AS SHOWN ON THE REGISTRATION PAGE.

#### V. YOUR RESPONSIBILITIES

A. Maintenance Requirements and Service History - In order to keep Your Service Contract valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Mechanical Breakdown, You may be denied coverage.

Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owners Manual.

You must keep receipts which verify the Vehicle Identification Number and all repair orders/maintenance records issued by the Selling Dealer/Repair Facility performing the

required services on Your Vehicle. Repair order/maintenance records must include the date, a description of Your Vehicle, mileage and list in detail each of the services performed and maintenance parts replaced. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.

B. Filing a Claim - If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim:

1. Prevent Further Damage - Take immediate action to protect Your Vehicle from further damage. Your Contract will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
2. Take Your Vehicle to any licensed Repair Facility. If You are within 50 miles of the issuing dealer, We recommend that You return to the dealer for repairs. Your Vehicle must be at a Repair Facility for a claim to be opened. If You need assistance in locating a Repair Facility, contact the Administrator at 1-800-292-3555.
3. Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.
4. Prior Approval - Prior to any repair being made, have the Repair Facility to contact the Administrator with the estimate of repairs containing both parts and labor, and to obtain an authorization for the claim. The Administrator can be contacted Monday through Friday, 9:00 a.m. to 7:00 p.m. EST at 1-800-292-3555. Emergency repairs, done outside of working hours, may be submitted to Customer Service with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by our adjuster, an authorization number will be issued by the Administrator. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. No repairs are to be made on Your Vehicle until an authorization number is issued by the Administrator. Any claim for repairs without prior authorization will not be covered.
5. Authorize Tear-Down - Authorize the Repair Facility to perform necessary diagnostic work and provide "teardown" authorization so that the Repair Facility can provide accurate diagnosis and estimate of repairs.
6. Allow the Administrator to inspect Your Vehicle prior to any repairs being made.
7. After investigating Your Vehicle's component failure, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one you have selected.
8. Payment of Claims - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Repair Facility name, address and phone number, Your name, address and phone number, repair diagnosis, parts and labor hours, authorization number, vehicle identification number, vehicle mileage, year, make and model. Authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within 180 days to be eligible for payment. CUSTOMER'S INITIALS \_\_\_\_\_ I have read and understand my responsibilities as outlined in Section V "Your Responsibilities" (WA State only).

#### VI. GENERAL PROVISIONS

1. **Service Contract Period** - The term of this Service Contract is the **Months** as shown on the Service Contract. The term begins on the **Service Contract Purchase Date** as shown on the Service Contract, except as noted under the Wrap Coverage. The term ends when the **Months** from the **Service Contract Purchase Date** is reached or when the additional **Miles** are registered on the odometer, whichever occurs first.

2. **When And Where You Are Covered** - This Service Contract applies only to **Mechanical Breakdowns** occurring within the contract period in the continental United States of America, Alaska, and Hawaii.

3. **If You Have Other Coverage** - If the manufacturer or **Repair Facility** agrees to cover all or some of the **Cost** of a **Mechanical Breakdown** after a **Warranty** or guarantee has expired, **We** will pay only for any extra **Cost** subject to the limits of this Service Contract.

4. **Limit of Liability** - **Our** maximum liability on any sections of this contract is the **Cost** to repair any covered **Mechanical Breakdown** as per the terms of this Service Contract. The total of benefits payable for the term of the Service contract shall not exceed the original **Vehicle Purchase price** as shown on the front of this Service Contract or the NADA retail value of the **Vehicle** at the time of repair.

5. **Subrogation** - If **We** pay for a loss, **We** may require **You** to assign to **Us** **Your** rights of recovery against others. **We** will not pay for a loss if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

6. **How This Service Contract May Be Transferred** - This used vehicle service contract is transferable to subsequent owners. The charge to transfer is one hundred dollars (\$100.00). The transferred service contract will remain in effect for the remainder of the original coverage period. Without a transfer to the new owner, this contract is terminated at the time of sale or when the contract holder no longer owns the vehicle.

7. **How This Service Contract May Be Canceled - Including Refunds And Charges**  
**Cancellation By You** - You may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made, less any claims paid. All refunds will be paid to the Lienholder, if any, otherwise to **You**.

**Cancellation By Us** - **We** may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date** or any time with just cause (unless otherwise as indicated by Your state, within the State Amendment section), including:

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

If **We** cancel this Service Contract, **We** will mail **You** written notice prior to cancellation. A pro-rata refund of the unused **Months** will be made. The pro-rata refund will be calculated by multiplying the **Service Contract Price** by the percentage of the unused **Months** compared to the total **Months** of **Your** Service Contract Period. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**Cancellation By Lienholder** - If this Service Contract is financed, the Lienholder (shown on the front of the Service Contract) may cancel the Service Contract in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

8. **Insurance** - **Our** obligations under this Service Contract are insured under an Insurance Policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: 1-866-505-4048.

9. **Entire Service Contract** - This Service Contract represents the entire agreement between **You** and **Us**. No person has the authority to change this Service Contract or to waive any of its provisions. No other written or oral statements apply to this Service Contract.

## VII. STATE AMENDMENTS

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

### (1) Alabama:

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**.

### (2) Alaska:

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include: Exclusion #23. is revised to read as, **THIS CONTRACT DOES PROVIDE COVERAGE IF YOUR VEHICLE IS USED FOR SNOW REMOVAL, PROVIDED YOUR VEHICLE IS PROPERLY EQUIPPED FOR SUCH USE AND IS NOT USED COMMERCIALY.** Exclusion 4. is amended as follows: Any reference to ‘**CONSEQUENTIAL DAMAGE**’ within this exclusion is deleted. This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract), and attorney’s fees.

### (3) Arizona:

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include: Exclusion #2 is revised to read, “**WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR’S PRIOR AUTHORIZATION, EXCEPT WHEN THE ADMINISTRATOR’S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY.**” (SEE SERVICE CONTRACT SECTION IV. YOUR RESPONSIBILITIES. B. FILING A CLAIM #4. PRIOR APPROVAL). Exclusion #8 is revised to read, “**FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER’S SPECIFICATIONS, WHILE THE VEHICLE IS OWNED BY YOU (E.G. OVERSIZED TIRES, AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).** Exclusions #7, 9, 11, 12, 21,22, 23, 25 and 28 are amended to include: “**WHILE THE VEHICLE IS OWNED BY YOU.**” Exclusions #16, 17, and 20 are deleted in their entirety. Exclusion #26 is revised to read as: **IF YOUR VEHICLE IS AN EXOTIC VEHICLE. YOUR RESPONSIBILITIES** - Section B – Filing a Claim #4. Prior Approval – is amended to read as: ‘.....**Any claim for repairs without prior authorization will not be covered, except when the Administrator’s office is closed and emergency repairs are necessary.**’ **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, “**Cancellation By You**” is deleted in its entirety and replaced by the following: **Cancellation By You** - **You** may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made. All refunds will be paid to the Lienholder if any, otherwise to **You**. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, “**Cancellation By Us**” is amended to include: **We** may cancel this Service Contract at any time for the following reasons: • If there has been a material misrepresentation or fraud; • If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer • If, while owned by **You**, **Your Vehicle’s** odometer is inoperative, inaccurate, or has been altered and **You** have failed to repair the odometer; • If **You** do not pay the **Service Contract Price**.

### (4) California:

The definition of **Breakdown** means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

The definition of Pre-existing means existing prior to the **Service Contract Purchase Date** as shown on the Registration Page of this Service Contract.

**We** cannot deny a claim solely based on untrue information having been provided during the course of filing a claim.

If **We** cancel this Service Contract the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The Service Contract ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this Service Contract within sixty (60) days, the entire **Service Contract Price** will be refunded, less any claims paid or approved for payment prior to the cancellation date. If **We** cancel this Service Contract after sixty (60) days, **We** will refund an amount of the **Service Contract Price** according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins. If **We** cancel this Service Contract, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for Coverage under the terms of the Service Contract. If **You** cancel this Service Contract after sixty (60) days, **We** will refund an amount of the **Service Contract Price** according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or 10% of the **Service Contract Price** charged will be charged.

### (5) Colorado:

**GENERAL PROVISIONS** – Section 8 “Insurance” is amended to include: Insurance Policy #WIC-PAC-VSC-072512.

### (6) Connecticut:

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

### Dispute Resolution:

Regulations of Connecticut State Agencies §42-260-1 through §42-260-5, establish requirements for all extended warranty providers marketing “extended warranties” in Connecticut. Regulations establish an arbitration process to settle disputes between extended warranty providers and buyers arising from extended warranty contracts. Extended warranty providers must include notice of the arbitration process in their “Extended Warranty.” A “Resolution of Disputes” section shall advise the buyer that a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty contract.

### (7) Georgia:

**WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include: **Exclusion #3** is amended to read that altering of, misusing, tampering with, making improper adjustments to or improperly maintaining your vehicle must be done by you or with your knowledge. **Exclusion #8** is revised to include the following: ‘**MADE SUBSEQUENT TO THE PURCHASE OF THIS SERVICE CONTRACT**’. Exclusion #12 does not pertain to service contracts purchased in Georgia. Exclusion #16 is deleted in its entirety. Exclusion #25 is revised to read as, “**IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES, EXAMPLES OF COMMERCIAL USE INCLUDE BUT ARE NOT LIMITED TO: TAXI, POLICE CAR OR OTHER EMERGENCY VEHICLE, HAULING, CONTRCUION (OTHER THAN DRIVING TO AND FROM WORK), PICK UP SERVICE, DAILY RENTALS, CARRY PASSENGERS FOR HIRE, SNOWPLOWING AND COMPANY POOL USE OR BUSINESS TRAVEL WHEN THE VEHICLE IS USED BY MORE THEN ONE DRIVER.** **YOUR RESPONSIBILITIES** – Section B. Filing a Claim #5. Authorize Tear-Down is deleted in its entirety. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following: **9. How This Service Contract May Be Canceled – Including Refunds And Charges: Cancellation By You** - **You** may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. All refunds will be paid to the Lienholder if any, otherwise to **You**. **Cancellation By Us** - **We** may cancel this Service Contract: • In the event of fraud; • In the event of material misrepresentation; or • If **You** do not pay the **Service Contract Price**. If **We** cancel this Service Contract, **We** will mail **You** written notice: • At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Service Contract Price**; or • At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation. If **We** cancel this Service Contract, **You** will receive 100% of the unearned pro-rata **Service Contract Price**. All refunds will be paid to the Lienholder if any, otherwise to **You**. If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your Lien Holder** (shown on the front of the Service Contract) to cancel this Service Contract and receive the refund. However, the Lien Holder must hold a power of attorney in order to cancel the Service Contract due to **Your** default in **Your** obligation to such Lien Holder. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Wesco Insurance Company.

### (8) Hawaii:

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**.

### (9) Idaho:

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds and Charges, **Cancellation By You**” is amended to include: **You** may cancel your service contract at any other time and receive a pro rata refund of the service contract retail price for the unexpired term of the service contract, based on the number of lapsed months, miles or such other measure which is clearly disclosed in the service contract (- claims). A cancellation fee of \$50 may be deducted from your refund.

### (10) Illinois:

**KEY TERMS** - “**Breakdown**” shall include failures of covered parts through normal wear and tear. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include the following: (215 ILCS 152/35) Sec. 35. Cancellation and refunds. No service contract may be issued, sold, or offered for sale in this State unless the service contract clearly states that the service contract holder is allowed to cancel the service contract. If the service contract holder elects cancellation, the service contract provider may retain a cancellation fee not to exceed the lesser of 10% of the service contract price or \$50. The service contract cancellation provision must provide that the service contract may be cancelled:

- (1) within 30 days after its purchase if no service has been provided and that a full refund of the service contract consideration, less any cancellation fee stated in the service contract will be paid to the service contract holder; or
- (2) at any other time and a pro rata refund of the service contract consideration for the unexpired term of the service contract, based on the number of elapsed months, miles, hours, or such other reasonably applicable measure which is clearly disclosed in the service contract, less the value of any service received, and any cancellation fee stated in the service contract will be paid to the service contract holder.

### (11) Indiana:

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

### (12) Iowa:

**WHAT THIS SERVICE CONTRACT COVERS** – is amended to include: Used parts will not be used to replace covered parts without prior written authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Administrator**. All refunds will be paid by the **Selling Dealer** to the Lienholder if any, otherwise to **You**. If **You** have questions regarding **Your** Service Contract, **You** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065.

### (13) Kentucky:

Pursuant KRS 304.5-070(1)(p): In Kentucky, a **Breakdown** or failure only includes defects in materials and workmanship. Coverage does not include wear and tear or worn beyond service limits.

### (14) Louisiana:

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is deleted and replaced by the following: **Cancellation By You** - **You** may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made. All refunds will be paid to the Lienholder, if any, otherwise to **You**.

**(15) Maryland:**

The repair of a malfunction or defect covered under a mechanical repair contract shall include the cost of the teardown and diagnosing the malfunction or defect.

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**(16) Massachusetts:**

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

**(17) Minnesota:**

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**(18) Missouri:**

**KEY TERMS** – “**We**”, “**Us**” and “**Our**” definition is amended to include: “**Provider**”. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date**, this Service Contract shall be void and a one hundred percent (100%) pro rata refund will be made, minus any claims paid or authorized for payment, minus a \$50 service charge. In addition, **You** may cancel **Your** contract at any time for a pro rata refund minus any claims paid or authorized for payment, minus a \$50 service charge. **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by the **Selling Dealer** or the **Administrator**, should the required refund not be paid within forty-five (45) days of **Our** receipt of the canceled Service Contract. The contract refund (including any penalties) will be made to the Lienholder, if any, otherwise to **You**. Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your** Service Contract within fifteen (15) days of the date of cancellation. **GENERAL PROVISIONS** – Section 8 “Insurance” is amended to include: A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

**(19) Nevada:**

**GENERAL PROVISIONS** – Section 1 “Service Contract Period” is amended to include: This Service Contract is not renewable. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, Section “**Cancellation By Us**” is amended to include: **Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days. **We** may only cancel this Service Contract after seventy (70) days for the following reasons: • If **You** do not pay the **Service Contract Price**; • If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract. • If there has been a material misrepresentation or fraud; or • If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**(20) New Hampshire:**

**GENERAL PROVISIONS** – Section 8 “Insurance” is amended to include: If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

**(21) New Mexico:**

**GENERAL PROVISIONS** – Section 1 “Service Contract Period” is amended to include: This Service Contract is not renewable. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation by You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation by Us**” is amended to include: **Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days. **We** may only cancel this Service Contract after seventy (70) days for the following reasons: • If **You** do not pay the **Service Contract Price**; • If **You** are convicted of a crime that results in an increase in the risk covered under this Service Contract; • If there has been a material misrepresentation or fraud; or • If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this Service Contract, after the **Service Contract Purchase Date**, that substantially and materially increases the risk covered under this Service Contract.

**(22) New York:**

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation by You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**(23) North Carolina:**

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation by Us**” is amended to include: **We** may only cancel this Service Contract at any time for any of the reasons listed below: • If there has been a material misrepresentation or fraud; or • If **You** do not pay the **Service Contract Price**.

**(24) Oklahoma:**

This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **GENERAL PROVISIONS** – The following Oklahoma cancellation language replaces the entire contract cancellation section General Provisions, Section 7, “How This Service Contract May Be Canceled - Including Refunds and Charges”. **Cancellation by You**: **You** may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract within the first thirty (30) days of the **Service Contract Purchase Date**, and no claims have been filed, **You** will receive a one hundred percent (100%) refund of the **Service Contract Price**. If the

contract is cancelled after the first thirty days (30), or a claim was filed in the first thirty (30) days, **You** will receive ninety percent (90%) of the unearned pro-rata premium, less any claims paid. All refunds will be paid to the Lienholder, if any, otherwise to **You**. Cancellation by the Warranty Holder: **We** may cancel this Service Contract if there has been a material misrepresentation or fraud, if **You** default in **Your** obligation to a Lienholder, if **Your Vehicle** is declared a total loss or is repossessed, if **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer, if **Your Vehicle**’s odometer is inoperative, inaccurate, or has been altered and **You** have failed to repair the odometer, if **You** do not pay the **Service Contract Price**, if **You** use **Your Vehicle** in any manner not covered by this Service Contract, or if **Your Vehicle** has a salvage title. If **We** cancel this Service Contract, **We** will mail **You** written notice prior to cancellation. In the event the contract is canceled by the association, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. All refunds will be paid to the Lienholder, if any, otherwise to **You**. **UNDER THE EMERGENCY ROADSIDE PROVISION: The motor club for the roadside assistance is the Nation Motor Club, Incorporated. They can be reached at 1-866-330-0760.**

**(25) South Carolina:**

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation by You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**. For questions regarding **Your** Service Contract **You** should contact **Our** Customer Service Department at (800) 292-3555 during regular business hours Monday thru Friday 9:00 A.M. to 7:00 P.M. EST or anytime by e-mail to CUSTOMER.SERVICE@PRIMEAUTOCARE.COM. To file a formal complaint under **Your** Service Contract call (800) 575-2749. In the event **You** do not receive satisfaction under this Contract, **You** may contact the South Carolina Department of Insurance Consumer Services Office at 803-737-6180 or in writing at South Carolina Department of Insurance P.O. Box 100105, Columbia, SC 29202-3105.

**(26) Texas:**

Unresolved complaints or questions concerning the regulation of Service Contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: **You** may cancel this Service Contract at any time. If **You** cancel the contract before the thirty-first (31st) day **You** will receive a full refund of the Service Contract Price minus any claims paid or authorized for payment. **You** may cancel the Service Contract anytime on or after the thirty-first (31st) day for a prorated refund of the Service Contract Price, based on time or mileage (whichever is greater), minus claims paid or authorized, minus a \$50 service charge. A ten percent (10%) penalty per month shall be added to a refund that is not paid by the forty-sixth (46th) day after the date the notice of cancellation and the return of this Service Contract to the **Administrator**. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**(27) Utah:**

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By Us**” is amended to include: **We** may cancel this Service Contract for any reason within sixty (60) days from the **Service Contract Purchase Date**. After sixty (60) days, **We** may cancel this Service Contract only for one or more of the following reasons: • For nonpayment of premium; • For material misrepresentation; • For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or • For substantial breaches in contractual duties, conditions or warranties. **We** will mail a cancellation notice which states the reason for cancellation to **You** at least thirty (30) days [ten (10) days for nonpayment of premium] before **We** cancel this Contract. Such cancellation notice will be delivered or mailed by first class mail. If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lien Holder (shown on the front of this Service Contract) to receive the refund. **YOUR RESPONSIBILITIES** – Filing a Claim. #8 is amended with the following: Failure to file within the time limit does not invalidate a claim if the Contract Holder shows it was not reasonably possible to file within the listed time limit (31A-21-312).

**(28) Washington State:**

Customer must read and initial (in the space provided) Section V “**Your Responsibilities**”. The implied **Warranty** of merchantability on the motor **Vehicle** purchased is not waived by the purchase of this Service Contract, if the contract is sold within ninety (90) days of the **Service Contract Purchase Date**, by the dealer who sold the **Vehicle**. **GENERAL PROVISIONS** - Section 7 “How This Service Contract May Be Canceled - Including Refunds And Charges is amended to include: A cancellation fee of \$25 may be charged if the contract is returned ten (10) or more days after its purchase. The original contract holder may return the contract after thirty (30) days (if no claims have been made) for a pro rated refund based on elapsed time from the original contract sales date. A \$25 cancellation fee may be assessed. The **Administrator** has sixty (60) days from the date of sale to determine if the **Vehicle** is eligible for coverage. After sixty (60) days the **Vehicle** is deemed qualified whether or not it meets the provider’s guidelines for coverage. **GENERAL PROVISIONS** – Section 8 “Insurance” is amended to include: Insurance Policy #WIC-PAC-VSC-072512.

**(29) Wisconsin:**

THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. **WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended to include: Exclusion #2 is deleted in its entirety. **YOUR RESPONSIBILITIES** – Filing a Claim. #4. Prior Approval is amended to include: **Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Contract, except as provided under Emergency Repairs. YOUR RESPONSIBILITIES** – Filing a Claim. #8 is amended to include the following: **The 180 days time limit for reimbursement does not apply. All repair orders and documentation must be submitted to the Administrator as soon as reasonably possible. GENERAL PROVISIONS** – Section 5 “Subrogation” is amended to include: **You** will be made whole before **We** retain any amount **We** may recover. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is deleted in its entirety and replaced by the following: **Cancellation By You** - **You** may cancel this Service Contract at any time. To cancel, **You** must submit a written request and return the Service Contract to the **Administrator**. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date**, a 100% refund of the **Service Contract Price** will be made. All refunds will be paid to the Lienholder if any, otherwise to **You**. **GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, Section “**Cancellation By Us**” is amended to include: **Our** right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

**(30) Wyoming:**

**GENERAL PROVISIONS** – Section 7 “How This Service Contract May Be Canceled – Including Refunds And Charges, **Cancellation By You**” is amended to include: If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, this Service Contract shall be void and a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Service Contract to the **Administrator**. The sentence “All refunds will be paid to the Lienholder if any, otherwise to **You**.” Is revised to read as “All refunds will be made payable to the Lienholder and **You**”.