

MECHANICAL REPAIR AGREEMENT

MEMBER'S CHOICE AutoCare™

INFORMATION SCHEDULE

1. Covered Vehicle MEMBER NO. AGREEMENT NO.

| | | | | | | | |
|--------------|---------------|------------------------------|--------------------------------|---|--|--|--|
| VIN | | | | | | | |
| MAKE | | MODEL | | YEAR | | CURRENT ODOMETER READING | |
| VEHICLE CODE | VEHICLE CLASS | CAR <input type="checkbox"/> | TRUCK <input type="checkbox"/> | DIESEL Y <input type="checkbox"/> N <input type="checkbox"/> | 4x4 Y <input type="checkbox"/> N <input type="checkbox"/> | TURBO Y <input type="checkbox"/> N <input type="checkbox"/> | |

2. Member

| | | | | | | | |
|------|-------|--------|-----------|--|--------|--------|--|
| NAME | | STREET | | | | | |
| CITY | STATE | ZIP | TELEPHONE | | HM () | WK () | |

3. Agreement Coverages

MECHANICAL REPAIR COVERAGE PLAN: IF NO COVERAGE PLAN BOX HAS BEEN MARKED, THE GOLD COVERAGE WILL APPLY.

SILVER \$100 STANDARD DEDUCTIBLE GOLD \$100 STANDARD DEDUCTIBLE PLATINUM \$100 STANDARD DEDUCTIBLE

OPTIONAL DEDUCTIBLE: IF NO DEDUCTIBLE BOX HAS BEEN CHECKED THE STANDARD PER VISIT DEDUCTIBLE SHALL APPLY.

OPTIONAL \$250 DEDUCTIBLE OPTIONAL \$50 DEDUCTIBLE OPTIONAL \$0 DEDUCTIBLE (ONLY APPLICABLE FOR GOLD AND PLATINUM COVERAGE)

THIS AGREEMENT BEGINS ON THE **DATE ISSUED** AND AT THE **ODOMETER MILES** SHOWN IN SECTION ONE OF THIS INFORMATION SCHEDULE. THIS AGREEMENT SHALL END:

MONTHS FROM THE **DATE ISSUED**; OR WHEN ADDITIONAL MILES ARE REGISTERED ON THE ODOMETER, WHICHEVER OCCURS FIRST. **IMPORTANT NOTICE: BENEFITS PROVIDED UNDER DEALER WARRANTIES REQUIRED BY STATE LAW ARE NOT COVERED BY THIS AGREEMENT.**

RENTAL EXPENSE, EMERGENCY ROADSIDE ASSISTANCE, AND EMERGENCY TRAVEL EXPENSE REIMBURSEMENT APPLY TO ALL LEVELS OF COVERAGE.

4. Agreement Charge

| | |
|---|------------------------------|
| | MEMBER COST \$ |
| | SALES TAX (if applicable) \$ |
| AGREEMENT CHARGE FOR SELECTED COVERAGE: | TOTAL MEMBER COST \$ |

IN UTAH ONLY: THE AGREEMENT CHARGE MAY BE FINANCED WITH THE PURCHASE OF THIS VEHICLE OR OTHER PAYMENT OPTIONS MAY BE AVAILABLE.

5. Producer

| | | | |
|-----------------|-------|--------|--------------------|
| PRODUCER NUMBER | NAME | STREET | INSURANCE POLICY # |
| CITY | STATE | ZIP | TELEPHONE () |

6. Lien Holder

I, THE UNDERSIGNED HOLDER OF THIS AGREEMENT, HEREBY AUTHORIZE THE FOLLOWING LENDER: 1. TO RECEIVE ANY REFUND FOR CREDIT TO MY ACCOUNT IN THE EVENT THIS AGREEMENT IS CANCELED; AND 2. TO CANCEL THE AGREEMENT IN THE EVENT I DEFAULT IN MY OBLIGATION TO SUCH LENDER. **IN UTAH ONLY: STATEMENT #2 DOES NOT APPLY.**

NAME ADDRESS

| | | | |
|-------------|----------------------|-----------------|----------------------|
| DATE ISSUED | <input type="text"/> | IN-SERVICE DATE | <input type="text"/> |
| | MONTH DAY YEAR | | MONTH DAY YEAR |

MUST BE COMPLETED ACCURATELY. SEE **KEY TERMS** FOR "IN-SERVICE DATE" DEFINITION.

SIGNED BY _____
MEMBER

SIGNED BY _____
AGENT

NOTICE TO MEMBER:

- PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.
- YOU ARE REQUIRED TO OBTAIN AUTHORIZATION PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS AGREEMENT. REFER TO AGREEMENT SECTION "YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN" FOR INSTRUCTIONS.
- IF THE MANUFACTURER'S WARRANTY HAS BEEN DECLARED VOID, THIS AGREEMENT DOES NOT COVER THE VEHICLE UNTIL THE END OF WHAT WOULD HAVE BEEN THE WARRANTY PERIOD.

MEMBER'S CHOICE AutoCare™ is a trademark of CUNA Mutual Insurance Society.

MECHANICAL REPAIR AGREEMENT

MEMBER'S CHOICE AutoCare™

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|---|------------------------------|
| | MEMBER COST \$ |
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| AGREEMENT CHARGE FOR SELECTED COVERAGE: | TOTAL MEMBER COST \$ |

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| DATE ISSUED | <input type="text"/> | IN-SERVICE DATE | <input type="text"/> |
| | MONTH DAY YEAR | | MONTH DAY YEAR |

MUST BE COMPLETED ACCURATELY. SEE **KEY TERMS** FOR "IN-SERVICE DATE" DEFINITION.

SIGNED BY _____
MEMBER

SIGNED BY _____
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- IF THE MANUFACTURER'S WARRANTY HAS BEEN DECLARED VOID, THIS AGREEMENT DOES NOT COVER THE VEHICLE UNTIL THE END OF WHAT WOULD HAVE BEEN THE WARRANTY PERIOD.

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MECHANICAL REPAIR AGREEMENT

This Agreement describes the protection **you** will have under **your** Mechanical Repair Agreement (hereafter referred to as "Agreement"). In return for payment by **you** of the Agreement Charge and subject to all the terms of this Agreement, **we** agree with **you** as follows:

KEY TERMS (when used, Key Terms will appear in dark print)

"Vehicle" means the covered car or truck shown in Section 1 on the Information Schedule.

"You" and **"your"** mean the member (private individual) shown in Section 2 on the Information Schedule, or a person to whom the Agreement may be and is properly transferred.

"Provider", **"we"**, **"us"** and **"our"** mean Consumer Program Administrators, Inc. except in the states of Louisiana and Wisconsin where **Provider**, **we**, **us** and **our** mean Automotive Warranty Services of Florida, Inc.

"Administrator" means Consumer Program Administrators, Inc. except in the states of Louisiana and Wisconsin where **Administrator** means Automotive Warranty Services of Florida, Inc. The **Administrator** is appointed by **us** to administer the business.

"Breakdown" means the failure of any original or like replacement part covered by this Agreement to perform its intended function(s) in normal service, providing it has received customary maintenance as recommended by the manufacturer in the Owner's Manual. **Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

"Odometer Miles" means the actual miles **your vehicle** has traveled as recorded on an unaltered odometer.

"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 allowances.

At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured, or used parts that meet the quality standards of the repairer or us.

"Warranty" means any **warranty** of the manufacturer, or a **repairer's** guarantee.

"Deductible" means the amount that **you** must pay for covered repairs per visit. The standard **deductible** is \$100. If the optional \$250 **deductible** box is checked, the **deductible** is \$250. If the optional \$50 **deductible** box is checked, the **deductible** is \$50. If the optional \$0 **deductible** box is checked for Gold or Platinum coverage, the **deductible** is \$0. However, if **your cost** is a **warranty deductible** charge imposed by the manufacturer, this Agreement will pay for the manufacturer's deductible.

"Date Issued" means the date **you** purchased this Agreement and the date in which this Agreement begins.

"In-Service Date" means the **vehicle's** factory **warranty** start date or the **vehicle's** first day of use, whichever occurs first, regardless of the **Date Issued**.

"Repairer" means a franchised automobile dealer or repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

WHAT THIS AGREEMENT COVERS

Breakdown

During the Agreement Period, subject to the selected coverage plan, **we** will pay a **repairer** or, at **our** option, reimburse **you** the **cost** to remedy any **breakdown** of the following parts less **your deductible**.

At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured, or used parts that meet the quality standards of the repairer or us.

P G S **SILVER COVERAGE**
L O I When the appropriate coverage plan box has been checked on the Information Schedule, only the following parts are covered. Parts
A L L not listed are not covered.
T D V
E R
I N U M

Assembly

Parts Covered

1. ENGINE

Gasoline Engine – Cylinder block, and all internal lubricated parts including: crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines – All of the above listed parts or equivalent plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles, seals and gaskets.

2. TRANSMISSION

Automatic – Case and all internal lubricated parts including: oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids and electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Standard – Case and all internal lubricated parts including: main shaft, gear sets, shift forks, synchronizers, bearings, bushings, seals and gaskets, fasteners for the components listed above.

Transfer Case – (4X4 vehicles) – Case and all internal lubricated parts including: main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, seals and gaskets, fasteners for the components listed above, electronic and vacuum engagement components.

3. FRONT WHEEL DRIVE

Final drive housing, and all internal parts including: carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, universal joints, front hub bearings, locking hub assemblies (4X4), drive shaft support, rear axle hub bearings, seals and gaskets, fasteners for the components listed above.

4. REAR WHEEL DRIVE

Drive axle housing, and all internal lubricated parts including: carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, seals and gaskets, fasteners for the components listed above.

5. STEERING

Housing/case and all internal lubricated parts including: rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellows boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, seals and gaskets, fasteners for the components listed above. (Does not include “rear wheel steering” components.)

6. FRONT SUSPENSION

Upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, strut rods and bushings, king pins, seals and gaskets, fasteners for the components listed above.

7. BRAKES

Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, seals and gaskets, fasteners for the components listed above.

8. ELECTRICAL

Alternator, voltage regulator, front and rear windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (specifically turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, brake light, and neutral safety switch), electronic fuel injection system (including all input/sensors & output/control units, except EGR valve, related to the fuel injection system), electronic ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.

9. AIR CONDITIONING

Compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, POA valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-ring seals, gaskets, fasteners for the components listed above and freon-refrigerant if necessary in conjunction with the repair of the components listed above.

GOLD COVERAGE

When the appropriate coverage plan box has been checked on the Information Schedule, only the following parts, in addition to the parts listed under the Silver Coverage are covered. Parts not listed are not covered.

10. ADDITIONAL PARTS

Anti-lock brake system, power seat motor(s) and transmission(s), power window motor(s) and power regulator(s), power door lock actuators, digital and analog instrument display(s), low fuel sensor, low coolant sensor, low oil sensor, electronic rear view mirrors motor(s), headlight door motor(s), heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, radiator, radiator fan and clutch, radiator fan motor including fan blade, temperature sensor and relay, fuel tank and hard lines, fuel tank sending unit, power sun roof motor, convertible top motor, constant velocity joints and horn assembly.

PLATINUM COVERAGE

When the appropriate coverage plan box has been checked on the Information Schedule, **we** will remedy any **breakdown** of **your vehicle** except items listed under the section titled “**What This Agreement Does Not Cover**”.

Rental Expense

When a **breakdown** renders **your vehicle** inoperable or unsafe to drive and requires **your vehicle** to be held by a **repairer** overnight for covered repairs, **we** will pay **your** actual expenses to rent a replacement vehicle from a licensed rental agency not to exceed \$30 per day for a maximum of 5 days for any one **breakdown**. If **we** are notified of a parts delay within the first 5 days of a rental period and a parts back order verification has been submitted, **we** will pay **your** actual expenses to rent a replacement vehicle not to exceed \$30 per day for a maximum of 10 days.

Emergency Roadside Assistance (Not Available in Kentucky)

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. **You** will only have to pay for any non-covered expenses or covered costs in excess of \$100 per occurrence. Service must be a covered benefit under the terms and conditions of this Agreement and is available only for the **vehicle** listed in Section 1 of the Information Schedule.

The following are covered emergencies under Emergency Roadside Assistance:

- **Towing Assistance** – when towing is necessary, **your vehicle** will be towed to the closest service facility or to any other location requested.
- **Flat Tire Assistance** – service consists of the removal of the flat tire and its replacement with the spare tire.
- **Fuel, Oil, Fluid and Water Delivery Service** – an emergency supply of fuel, oil, fluid and water will be delivered if **you** are in immediate need.
- **Lock-out Assistance** – if **your** keys are locked inside the **vehicle**, assistance will be provided to supply assistance in gaining entry into the **vehicle**.
- **Battery Assistance** – if battery failure occurs, a jump-start will be provided to start **your vehicle**.

Emergency Travel Expense Reimbursement (Not Available in Kentucky): If **your** covered **vehicle** is disabled by collision or a covered **breakdown** 100 miles or more away from home, **you** are eligible for up to \$500 maximum in emergency local commercial lodging, meals (incurred in the vicinity where the **vehicle** disablement occurred), and rental of a replacement vehicle obtained from any licensed rental agency or repair facility. **Your vehicle** must be out of service overnight to be eligible for Emergency Travel Expense Reimbursement.

For Emergency Roadside Assistance and Emergency Travel Expense Reimbursement, call toll-free 888-723-3202.

WHAT THIS AGREEMENT DOES NOT COVER

Maintenance and Parts Not Covered

The following are not covered under **your** Agreement:

1. **The maintenance services and parts described under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your vehicle.**
2. **Other normal maintenance services and parts including engine tune-up, (includes spark plugs, glow plugs, ignition wires, distributor cap and rotor), carburetor, throttle body assembly (except injectors), EGR valve, batteries, filters, lubricants or fluids, air conditioning refrigerant, engine coolant, all hoses and belts (not specifically listed), wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, constant velocity boots, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, friction clutch disc and pressure plate, and clutch throw out bearing.**
3. **Glass, glass framework, fastening adhesives, sealed beam head lamps, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and convertible tops, paint, sheet metal, bumpers, alignment of body parts, flexible body parts, door panels, body panels, structural framework, structural welds, hinges, door handles, removable hardtop assemblies.**
4. **After market accessories or equipment, components and systems not installed by the manufacturer; examples include but are not limited to: anti-theft systems, radar detectors, CB radios, radio/speaker equipment, cruise control, sun roof, solar powered devices, telephones, TV/VCR/DVD and related components and appliances.**

In addition, **we** will not pay benefits:

- For **costs** covered by any **warranty** of the manufacturer, state required dealer **warranty** or a **repairer's** guarantee regardless of whether they honor such **warranty** or guarantee.
- For any **costs** that are or would have been covered under any vehicle manufacturer **warranty** whether or not such **warranty** is in-effect in another country or has been voided by the manufacturer.
- If **your vehicle** has been totaled or salvaged.
- When repairs are performed without prior authorization.
- For expenses charged for the disposal of environmentally unsafe materials.
- For a **breakdown** of a covered part resulting from the failure of a non-covered part.
- For expenses charged for non-specific materials or shop supplies.
- For a **breakdown** caused by or involving collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, volcanic eruption, windstorm, hail, water, freezing, or flood.
- 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 **breakdown** unless as provided under Emergency Travel Expense Reimbursement.
- For a **breakdown** when the use of contaminated fluids caused or contributed to the **breakdown**.
- For any **breakdown** caused by contamination, overheating, lack of coolant or lubricants, lack of oil viscosity, sludge, or restricted oil flow.
- If **your vehicle** was manufactured as a non-U.S. specification model.
- For a **breakdown** caused by towing a trailer or another vehicle unless **your vehicle** is equipped for this as recommended by the manufacturer.
- For a **breakdown** caused by using **your vehicle** for racing or other competition.
- For a **breakdown** caused by or involving modifications unless those modifications were performed by the manufacturer (e.g. oversized tires, lift kit, after market performance parts or systems).
- If **your vehicle** has been modified to plow snow, whether the snowplow blade is attached to the **vehicle** or not.
- For any consequential or incidental damage or loss should **your vehicle** be involved in a collision caused by or involving a **breakdown** of a component covered by this Agreement.
- For the repair of valves and/or rings for the purpose of raising the engine's compression when a **breakdown** has not occurred.
- To correct a cosmetic imperfection.
- For a **breakdown** caused by abuse, misuse, alterations, or lack of customary maintenance as recommended in the **Maintenance Requirements** of this Agreement and/or in the Manufacturer's Maintenance Schedule for **your vehicle**.
- For a **breakdown** caused by rust or weather related corrosion.
- If **your vehicle** is used for Commercial purposes which includes pick-up and delivery service, company pool use or business travel when the **vehicle** is used by more than one driver.
- If **your vehicle** is used as a taxi, police vehicle, or other emergency vehicle.
- If **your vehicle** is a truck rated more than 1 ton.
- For a **breakdown** caused by or involving equipment, components or systems not installed or recommended by the manufacturer.
- If **your vehicle's** odometer has been stopped, altered or misrepresents **your vehicle's** actual mileage.
- To repair, replace, adjust or align any part not covered by this Agreement unless required in conjunction with the repair of a covered part.
- For a **breakdown** which existed prior to, or was caused by a condition which existed prior to the **Date Issued**.
- For diagnosis charges, cost of disassembly or assembly if coverage cannot be applied.
- For a **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.
- 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 **breakdown** or failure has occurred or been indicated.
- For repairs made solely to meet or maintain any governmental emission standards.
- For damage caused to **your** engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
- For repairs of water and air leaks, rattles, squeaks and wind noise.

- If **your vehicle** is solely powered by alternate fuel sources. (e.g. electric, propane, or solar).

The following are not covered as part of Emergency Roadside Assistance:

- For cost of parts, replacement keys, fluids, cost of fuel, material, additional labor relating to towing, or the cost of installation of products.
- For non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items.
- For towing from, service or repair work performed at a service station, garage or repair shop.
- For non-emergency towing or other non-emergency service.
- For towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- For repeated service calls for a **vehicle** in need of routine maintenance or repair.
- For reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered.
- Only one disablement for the same cause during any seven (7) day period will be accepted.

The following are not covered under Emergency Travel Expense Reimbursement:

- When **your vehicle** is not out of service overnight.
- For any disablement by collision or covered **breakdown** that occurs to **your** covered **vehicle** within 100 miles from your home.

MAINTENANCE REQUIREMENTS

In order to keep your Agreement valid, you must follow the maintenance procedures listed below. If your failure to follow these procedures causes a breakdown, you may be denied coverage.

Your vehicle must be serviced receiving customary maintenance as recommended by the manufacturer in the Owner's Manual, or You must have **your vehicle** serviced in the following manner every six (6) months or six thousand (6,000) miles, whichever comes first:

1. Change engine oil and filter.
2. Check PCV valve operation.
3. Check and maintain power steering fluid level.
4. Check and maintain transmission fluid level.
5. Check and maintain drive axle fluid level.
6. Lubricate front suspension.
7. Check and maintain the proper level of coolant.

In accordance with Manufacturers prescribed service intervals **you** must; change transmission fluid, drive axle fluid, and brake fluid. Follow all other recommendations of the manufacturer regarding other special services.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows a date, a description of **your vehicle**, mileage and services performed. **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 the denial of coverage.

WHO TO CALL IF YOU HAVE A BREAKDOWN

All **breakdowns** must be reported promptly to the **Administrator**:

Consumer Program Administrators, Inc. 800-752-6265.

YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

If **you** experience a **breakdown**, **you** agree to:

- Use all reasonable means to protect **your vehicle** from further damage.
- **You** are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the **vehicle**. **You** are required to safely pull **your vehicle** off the road and shut down the engine immediately when either of these lights/gauges indicates a problem.
- Notify the **Administrator** as soon as possible.
- Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization" so that the repair facility can provide an accurate diagnosis and estimate of repairs. **IMPORTANT: MECHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT.**
- Furnish the **Administrator** with such information as the **Administrator** may reasonably require, and if requested provide proof of **your vehicle's** regular maintenance during the Agreement Period as recommended by the manufacturer in the Owner's Manual.
- Reserve the **Administrator** the right to refer **your vehicle** to a dealership that sells and services **your** type of vehicle, for certain repairs.
- Allow the **Administrator** to examine **your vehicle** if the **Administrator** asks to do so.
- **Obtain authorization from the Administrator prior to beginning any repairs covered by this Agreement.**
- If **you** have a **breakdown** on a weekend or holiday, please call the following business day to receive further instructions. Customer service hours are 7:00 AM – 7:00 PM (Central Time) Monday through Friday.

GENERAL PROVISIONS

1. Agreement Period

The term of this Agreement varies based upon the time and mileage for which it is issued. The term begins on the **Date Issued** and current odometer reading stated in Section 1 of the Information Schedule. The term expires when its time or mileage limit is reached.

2. When And Where You Are Covered

You are covered when this Agreement is issued or transferred to **you**. This Agreement applies only to **breakdowns** occurring within the continental United States of America, Hawaii, and Canada.

3. If You Have Other Coverage

If the manufacturer or **repairer** agrees to cover all or some of the **cost** of a **breakdown** after a **warranty** or guarantee has expired, **we** will pay only for any extra **cost**. If **you** have any other Rental Expense coverage, Roadside Assistance coverage, or Emergency Travel Expense coverage, **we** will pay only the amount in excess of that coverage, subject to the limits of this Agreement.

4. Your Help And Cooperation

Your help and cooperation is required if **we** ask, **you** agree to help **us** enforce **your** rights against any manufacturer or **repairer** who may be responsible to **you** for the **cost** of repairs covered by this Agreement.

5. Limit of Liability

Our limit of liability is the **cost** to repair or replace any covered **breakdown**; but in no event shall this **cost** exceed the average retail value of **your vehicle** as determined by the NADA (Official Used Car Guide) at the time of loss.

6. Subrogation

If **we** pay for a loss, **we** may require **you** to assign **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.

7. Arbitration

In the event of a disagreement between **you** and **us** concerning **costs**, either of us may make a written demand for arbitration. This must be done within 60 days after the day **you** filed **your** claim. Each of us will select an arbitrator. The two arbitrators will select an umpire. Each of us will pay the expenses of the arbitrator we select. The expenses of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the state and county in which **you** live. Local rules apply. A majority decision will be binding.

8. How This Agreement May Be Transferred

Your rights and duties under this Agreement may only be transferred to a subsequent purchaser directly by **you**, within 30 days from the date of sale to the subsequent owner and upon payment to **us** of a \$30 transfer fee. This Agreement may not be transferred to any entity in the business of selling or leasing motor vehicles. This Agreement can only be transferred if the remaining portion of the original manufacturer warranty including PowerTrain warranty has not been voided. In the event of **your** death, the benefits of this Agreement will be available to **your** spouse or legal representative.

9. How This Agreement May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Agreement at any time. To cancel, **you** must mail this Agreement to **us** or provide written notice to **us**. If **you** cancel this Agreement within ninety (90) days of the **Date Issued**, and **you** have not incurred a claim, a 100% refund of the Agreement Charge will be made less an administrative fee of \$30. If **you** cancel this Agreement after ninety (90) days, a pro-rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30. All refunds will be paid to **you** or to the Lien Holder if applicable.

Cancellation By Us

We may cancel this Agreement for any reason within ninety (90) days of the **Date Issued**. If **we** cancel this Agreement during the first ninety (90) days, a pro-rata refund will be made based upon the greater of the time or mileage used.

After ninety (90) days, we may cancel this Agreement:

- If there has been a material misrepresentation or fraud at the time of sale of this Agreement;
- If **you** have failed to maintain **your vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **you** have failed to repair the odometer; or
- If **you** do not pay the Agreement Charge.

If **we** cancel this Agreement after ninety (90) days, a pro-rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30. All refunds will be paid to **you** or to the Lien Holder if applicable.

If this Agreement is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 6 of the Information Schedule) to cancel this Agreement and receive the refund.

State Amendments

This Agreement is amended to comply with the following state requirements:

Alabama

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If this Agreement is canceled after the “Free-Look” Period, the administrative fee is \$25.

If **we** cancel this Agreement, **we** will mail **you** written notice five (5) days prior to cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Arkansas

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Colorado

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Connecticut

The coverage afforded by this Agreement is still available should the Agreement period lapse while **your vehicle** is in the custody of a **repairer** for a covered repair.

General Provisions – Section 7 is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between **you** and **us** arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of this Agreement.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Georgia

WHAT THIS AGREEMENT DOES NOT COVER – is amended to include:

The exclusion “If **your vehicle** is used for Commercial purposes...” is revised to read “If **your vehicle** is used for Commercial purposes which includes pick up, company pool use or business travel when the **vehicle** is used by more than one driver.”

The exclusion “For any **breakdown** caused by contamination...” is revised to read “For any **breakdown** caused by contamination, overheating, lack of coolant or lubricants, lack of viscosity or restricted oil flow.”

The exclusion “For a **breakdown** which existed prior to, or was caused by a condition which existed prior to the **Date Issued**” is deleted in its entirety.

The exclusion “If **your vehicle’s** odometer has been stopped...” is revised to read “If, while owned by **you**, **your vehicle’s** odometer has been stopped, altered or misrepresents **your vehicle’s** actual mileage.”

YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN – is amended as follows:

The bullet point “Authorize the repair facility to perform necessary diagnostic work...” is deleted in its entirety.

General Provisions – Section 7 is deleted in its entirety.

General Provisions – Section 9 is deleted and replaced by the following:

Cancellation By You

You, or a person authorized by **you**, may cancel this Agreement at any time. To cancel, **you** must mail this Agreement to **us** or provide written notice to **us**. If **you** cancel this Agreement, **you** will receive 90% of the unearned pro-rata Agreement Charge. The refund will be paid to **you**, a person **you** authorize or the Lien Holder if applicable.

Cancellation By Us

We may cancel this Agreement:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **you** do not pay the Agreement Charge.

If **we** cancel this Agreement, **we** will mail **you** written notice:

- At least 10 days prior to the effective date of cancellation if **you** do not pay the Agreement Charge, or
- At least 30 days prior to the effective date of cancellation for fraud or material misrepresentation.

If **we** cancel this Agreement, **you** will receive 100% of the unearned pro-rata Agreement Charge. The refund will be paid to **you**, a person **you** authorize or the Lien Holder if applicable.

If this Agreement is financed and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 6 of the Information Schedule) to cancel this Agreement and receive the refund.

Should **we** fail to refund the unearned consideration, **you** have the right to receive the refund directly from Virginia Surety Company, Inc.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Hawaii

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If **we** cancel this Agreement, **we** will mail **you** written notice five (5) days prior to cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Idaho

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Illinois

General Provisions – Section 9 is amended to include:

If **you** cancel this Agreement within ninety (90) days of the **Date Issued**, the administrative fee is \$30 or 10% of the Agreement Charge, whichever is less.

If this Agreement is canceled after ninety (90) days of the **Date Issued**, the administrative fee is \$30 or 10% of the pro-rata refund, whichever is less.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Indiana

Your proof of payment to the issuing dealer for this Agreement 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 Agreement.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Iowa

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

The obligations of the **Provider** under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is 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 Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206. If **you** have any questions regarding **your** Agreement, **you** may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065.

Kentucky

WHAT THIS AGREEMENT COVERS – is amended to include:

Towing and Road Service

When a covered **breakdown** disables **your vehicle**, **we** will pay for towing and emergency road service not to exceed \$100 per disablement, provided such labor is performed at the scene of the disablement.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Louisiana

All references to Consumer Program Administrators, Inc. are deleted and replaced by the following:

Automotive Warranty Services of Florida, Inc.

175 West Jackson Blvd.

Chicago, Illinois 60604

(800) 621-2130

Massachusetts

The following wording is added:

NOTICE TO MEMBER: 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.

Mississippi

General Provisions – Section 7 is deleted in its entirety.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Missouri

YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN – is amended to include:

- **Emergency Repair Instructions:** In the event that a **breakdown** of a covered part occurs when the **Administrator's** office is closed and emergency repairs are necessary, **you** may follow the claim procedures and commence emergency repairs without securing the **Administrator's** prior authorization. However, **you** or the authorized service representative must notify the **Administrator** of the repairs as soon as the **Administrator's** office reopens. **You** must submit written information and documentation concerning the **breakdown** and repairs no later than thirty (30) days after the **breakdown**. Reimbursement of emergency repairs will be subject to all terms and conditions of this Service Contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because **your vehicle** was inoperative or unsafe to drive. Parts must be available for inspection when the **Administrator's** office reopens.

General Provisions – Section 9 “How This Agreement May Be Canceled – Including Refunds And Charges, Cancellation By You” is amended to include:

If **you** cancel this Agreement within ninety (90) days of the **Date Issued** and have not incurred a claim no administrative fee shall apply and **we** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by **us**, should the required refund not be paid within thirty (30) days of **our** receipt of the cancelled Agreement. Should a penalty be due and owing, then **we** will pay it 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** Agreement within fifteen (15) days of the date of cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Nebraska

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Nevada

General Provisions – Section 1 is amended to include:

This Agreement is not renewable.

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If **we** cancel this Agreement, the administrative fee is not applicable and **we** will mail **you** written notice fifteen (15) days prior to cancellation.

The ninety (90) day cancellation time period is replaced with the seventy (70) days.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

New Hampshire

The obligations of the **Provider** under this Agreement are insured under an Insurance Policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days after proof of loss has been filed, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206. If **you** are not satisfied with the insurance company's response, **you** may contact the New Hampshire Department of Insurance at 21 South Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

New Mexico

General Provisions – Section 1 is amended to include:

This Agreement is not renewable.

General Provisions – Section 9 is deleted and replaced by the following:

How the Original Purchaser May Cancel This Agreement During the “Free Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within sixty (60) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you** or to the Lien Holder if applicable.

How This Agreement May Be Canceled – Including Refunds and Charges

Cancellation By You

You may cancel this Agreement at any time. To cancel, **you** must mail this Agreement to **us** or provide written notice to **us**. If **you** cancel this Agreement within seventy (70) days of the **Date Issued** and **you** have not incurred a claim, a 100% refund of the Agreement Charge will be made less an administrative fee of \$30. If **you** cancel this Agreement after seventy (70) days, a pro-rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30. All refunds will be paid to **you** or to the Lien Holder if applicable.

Cancellation By Us

We will mail **you** written notice at least fifteen (15) days prior to cancellation. **We** may cancel this Agreement for any reason within the first seventy (70) days of the **Date Issued**. If **we** cancel this Agreement during the first seventy (70) days, a pro-rata refund will be made based upon the greater time or mileage used.

After seventy (70) days, **we** may cancel this Agreement:

- If **you** do not pay the Agreement Charge.
- If **you** are convicted of a crime that results in an increase in the risk covered under this Agreement.
- If there has been a material misrepresentation or fraud at the time of sale of this Agreement or when filing a claim under this Agreement.
- If **we** discover an act or omission by **you**, or a violation by **you** of any terms or conditions of this Agreement, after the **Date Issued**, that substantially and materially increases the risk covered under this Agreement.

If **we** cancel this Agreement after seventy (70) days, a pro-rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30. All refunds will be paid to **you** or to the Lien Holder if applicable.

If this Agreement is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 6 of the Information Schedule) to cancel this Agreement and receive the refund.

New York

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If **we** cancel this Agreement, **we** will mail **you** written notice fifteen (15) days prior to cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

North Carolina

General Provisions – Section 9 is amended to include:

If **you** cancel this Agreement within ninety (90) days of the **Date Issued**, the administrative fee is \$30 or 10% of the Agreement Charge, whichever is less. If this Agreement is canceled after ninety (90) days of the **Date Issued**, the administrative fee is \$30 or 10% of the pro-rata refund, whichever is less.

Oklahoma

The following wording is added:

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

General Provisions – Section 9 has been deleted in its entirety and replaced with the following:

How This Agreement May Be Canceled – Including Refunds And Charges

Cancellation By You

You may cancel this Agreement at any time. To cancel, **you** must mail this Agreement to **us** or provide written notice to **us**. If **you** cancel this Agreement, a pro-rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30 or 10%, whichever is less. All refunds will be paid to **you** or to the Lien Holder if applicable.

Cancellation By Us

We may cancel this Agreement for any reason including the following:

- If there has been a material misrepresentation or fraud at the time of sale of this Agreement;
- If **you** have failed to maintain **your vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **you** have failed to repair the odometer; or
- If **you** do not pay the Agreement Charge.

If **we** cancel this Agreement, a pro-rata refund will be made based upon the greater of the time or mileage used. All refunds will be paid to **you** or to the Lien Holder if applicable.

If this Agreement is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (shown in Section 6 of the Information Schedule) to cancel this Agreement and receive the refund.

South Carolina

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you** or the Lien Holder if applicable.

If **we** cancel this Agreement, **we** mail **you** written notice fifteen (15) days prior to cancellation.

If **you** have questions, concerns or complaints regarding **your** service contract, **you** may address them to:

South Carolina Department of Insurance
P.O. Box 100105
Columbia, South Carolina 29201-3105
(803) 737-6180

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Texas

All references to Consumer Program Administrators, Inc. are deleted and replaced by the following:

Consumer Program Administrators, Inc.
d.b.a. The Administrators of Consumer Programs
175 West Jackson Blvd.
Chicago, Illinois 60604

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. 800-803-9202.

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If **we** cancel this Agreement, **we** will mail **you** written notice fifteen (15) days prior to cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Utah

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

General Provisions – Section 7 is deleted in its entirety and replaced with the following:

Any matter in dispute between **you** and **us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **us**. Any decision reached by arbitration shall be binding upon both **you** and **us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

General Provisions – Section 9 is amended as follows:

We may cancel this Agreement at any time for the reasons listed below:

- 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 the contract.
- For substantial breaches in contractual duties, conditions or warranties.

If **we** cancel this Agreement, **we** will mail **you** written notice ten (10) days prior to cancellation for non-payment and (30) thirty days prior to cancellation for any other acceptable reason.

If this Agreement is financed, and **your vehicle** is a total loss or is repossessed, **you** authorize **your** Lien Holder (Shown in section 6 of the Information Schedule) to receive the refund.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Vermont

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you** or to the Lien Holder if applicable.

Wisconsin

All references to Consumer Program Administrators, Inc. are deleted and replaced by the following:

Automotive Warranty Services of Florida, Inc.
175 West Jackson Blvd.
Chicago, Illinois 60604
(800) 621-2130

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

Under the section “**WHAT THIS AGREEMENT DOES NOT COVER**”, the exclusion “When repairs are performed without prior authorization” is deleted in its entirety.

General Provisions – Section 6 has been deleted in its entirety and replaced with the following:

You agree that **we**, after honoring a claim on **your** Agreement, have all rights of subrogation against those who may be responsible for **your** breakdown. **You** shall do whatever is necessary to secure such rights. **You** shall do nothing to prejudice such rights, and **you** shall execute and deliver to **us** instruments and papers required to either secure or maintain such rights. After **you** are made whole any amounts recovered by **you** for which **you** were previously reimbursed under this Agreement shall become **our** property or the property of **our** designee and shall be forwarded to same by **you** up to the total amount paid by **us** under this Agreement. Any amounts recovered by **us** will be paid to **you** until **you** are fully paid for **your** loss. **We** will keep any excess of these amounts for **our** payments to **you**.

General Provisions – Section 9 is revised as follows: The ninety (90) day cancellation time period is replaced with sixty (60) days.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

Wyoming

General Provisions – Section 9 is amended to include:

How the Original Purchaser May Cancel This Agreement During the “Free-Look” Period

If **you** cancel this Agreement within twenty (20) days of receipt of this Agreement and have not incurred a claim, this Agreement shall be void and **you** will receive a full refund of the Agreement Charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to **us**. The provisions of this paragraph only apply to the original purchaser of this Agreement. The refund will be paid to **you**, or the person **you** authorize.

If **we** cancel this Agreement, **we** will mail **you** written notice ten (10) days prior to cancellation.

This Agreement is insured by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event the **Provider** ceases to operate, is bankrupt or **your** claim is not paid within 60 days, **you** may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-872-0116.

IF YOU HAVE A BREAKDOWN

– Call Consumer Program Administrators, Inc. toll-free: 800-752-6265

FOR EMERGENCY ROADSIDE ASSISTANCE OR EMERGENCY TRAVEL EXPENSE REIMBURSEMENT

– Call toll-free 888-723-3202

Administered By:

Consumer Program Administrators, Inc.
P.O. Box 802748
Chicago, Illinois 60680-2748