



# VEHICLE SERVICE CONTRACT

## NEW AND PRE-OWNED

### INFORMATION SCHEDULE

#### CUSTOMER INFORMATION

**CONTRACT #**

BUYER NAME		CO-BUYER NAME	
STREET		STREET	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
HOME PHONE	CELL PHONE	HOME PHONE	CELL PHONE
E-MAIL ADDRESS		E-MAIL ADDRESS	

#### VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)		CURRENT ODOMETER READING	<input type="checkbox"/> NEW <input type="checkbox"/> PRE-OWNED <input type="checkbox"/> CERTIFIED PRE-OWNED
YEAR	MAKE	MODEL	TRIM

#### SELLING DEALER INFORMATION

DEALER NAME	PHONE
STREET	CITY, STATE, ZIP CODE

#### LIENHOLDER INFORMATION

NAME	PHONE
STREET	CITY, STATE, ZIP CODE

#### SERVICE CONTRACT INFORMATION

COVERAGE PLAN <input type="checkbox"/> LEVEL 1 <input type="checkbox"/> LEVEL 2 <input type="checkbox"/> LEVEL 3 <input type="checkbox"/> LEVEL 4 - EXCLUSIONARY	SERVICE CONTRACT TERM	MONTHS FROM SERVICE CONTRACT PURCHASE DATE	MILES FROM CURRENT ODOMETER READING
SERVICE CONTRACT PRICE \$	SERVICE CONTRACT PURCHASE DATE	DEDUCTIBLE	

#### CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT

I, as purchaser and holder of this Service Contract, understand, acknowledge, and agree to the following:

- The purchase of this Service Contract is optional, voluntary, and is not required to obtain financing or to purchase or lease the **Vehicle**. The **Service Contract Price** may be financed with the purchase or lease of the **Vehicle**. Other payment options may be available.
- Coverage** under this Service Contract begins on the **Service Contract Purchase Date**. Payment of the **Service Contract Price** must be made to the **Provider**.
- I understand and agree that if a Coverage Plan is not selected on the Information Schedule, only Level 1 **Coverage** will be provided.
- If the **Vehicle** experiences a **Breakdown**, I understand that I must contact the **Administrator** for instructions and receive authorization before any work is completed on the **Vehicle**, including, but not limited to, any diagnostic work. The **Provider** reserves the right to inspect the **Vehicle** in its original condition at the time of **Breakdown**. Therefore, any and all work done without prior authorization from the **Provider** or **Administrator** will result in denial of **Coverage** and will not be reimbursed or otherwise paid by the **Provider** unless the **Emergency Repair Process** is followed.
- I am responsible for payment of the **Deductible** above. If no **Deductible** is identified above, a two hundred and fifty dollar (\$250) **Deductible** will be required.
- I understand that any **Coverage** which I am or may be entitled to hereunder is subject to **SECTION 8 - GENERAL PROVISIONS - 5. Limit of Liability**.
- This Service Contract runs concurrent with, and is secondary to, any applicable **Warranty** or such other coverage for the full duration thereof. If the **Warranty** has been declared void, this **Service Contract** does not provide **Coverage** that would have been included thereunder until the end of what would have been the full duration of the **Warranty**. The benefits provided under dealer **Warranties** required by state law are not covered by this Service Contract.
- Selling Dealer** has provided me with a receipt or other document evidencing my purchase of this Service Contract, and a copy of this Service Contract.
- This Service Contract will be governed by the laws of the state in which this Service Contract was sold without regard to the conflict of laws rules thereof.
- This Service Contract is not an insurance policy. Unless otherwise regulated by state law, this Service Contract shall constitute, and the terms hereof shall be interpreted in accordance with those of, a "service contract" under 15 U.S.C. 2301 and other relevant federal and state law provisions.
- This Service Contract constitutes the entire agreement between the **Provider** and me and supersedes any oral or written statements made to me with regard to the type or amount of coverage to which I am entitled. I understand that no individual has the authority to change, amend, waive or otherwise modify any terms of this Service Contract. I have read this Service Contract in its entirety and understand and accept all of the terms and conditions set forth herein, including, but not limited to, the **Coverage**, **Service Contract Price**, and General Provisions.
- I understand that this Service Contract contains an **ARBITRATION** provision and any disputes arising out of this Service Contract are subject to arbitration as explained in **SECTION 8 - GENERAL PROVISIONS - 9. ARBITRATION PROVISION** herein. I have read this provision carefully and understand that it limits certain rights I may have, including a right to obtain relief through court, right to a trial by jury, and a right to pursue claims on a class or collection basis. Arbitration Provision not applicable in AK, GA, MD, MS, WI and WY.
- The information I provided is true and accurate to the best of my knowledge. I have received and read pages one (1) through fourteen (14) of this Service Contract and understand and agree that it constitutes the entire agreement between the **Provider** and me.

I read, understand and agree to the coverages, terms and conditions of this Service Contract.

BUYER	DATE	CO-BUYER	DATE	DEALER'S REPRESENTATIVE	DATE
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**WASHINGTON RESIDENTS ONLY:** By initialing this box, **You** acknowledge that **You** have reviewed SECTION 2 - WHAT THIS SERVICE CONTRACT COVERS, SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER, SECTION 7 - YOUR RESPONSIBILITIES, and SECTION 8 - GENERAL PROVISIONS. The implied warranty of merchantability on the **Vehicle** is not waived if this Service Contract has been purchased within ninety (90) days of the **Vehicle** sale date from the **Selling Dealer**. To file a claim, please visit [APSCCLAIM.COM](http://APSCCLAIM.COM) or contact the **Administrator** toll-free at 1-860-415-4608.

## SERVICE CONTRACT

This agreement is not an insurance policy; it is a Service Contract between **You** and the **Provider**. All obligations and liabilities for **Covered Repairs** are those of the **Provider** and not the **Administrator**, which administers this Service Contract for the **Provider**. This agreement describes the **Coverage You** will have in return for payment of the **Service Contract Price** to the **Provider**. Subject to the terms hereof, **We** agree with **You** as follows:

## 1 - DEFINITIONS

The following capitalized, bolded terms shall have the meanings indicated below.

“**Provider**,” “**We**,” “**Us**,” or “**Our**” means\*:

DOWC Provider Services, LLC, 199 Pomeroy Rd., Parsippany, NJ 07054 in: **AK, AR, CO, GA, ID, KY, LA, MD, ME, MS, NE, OR and VA**, 201-777-1000.

Assured Provider Services, Inc., 199 Pomeroy Rd., Parsippany, NJ 07054 in: **CA, CT, FL, OK, UT, WA and WI**, 1-860-415-4608.

Guaranteed Provider Services, Inc., 199 Pomeroy Rd., Parsippany, NJ 07054 in: **AL, AZ, HI, IA, IL, IN, MN, MO, MT, NC, NH, NM, NV, NY, SC, TX, VT, and WY**, 201-777-1000.

Secure Provider Services, Inc., 199 Pomeroy Rd., Parsippany, NJ 07054 in: **DE, KS, MI, ND, NJ, OH, PA, RI, SD, TN and WV**, 201-777-1000.

☐ If this box is checked, the **Provider** under **Your** Service Contract is the **Selling Dealer** on the Information Schedule, without regard to the entities listed above.

\*Please see SECTION 10 - LIENHOLDER AMENDMENTS herein for more information.

“**Administrator**” means:

Assured Provider Services, Inc., 199 Pomeroy Rd., Parsippany, NJ 07054 in the following states: **CA, CT, FL, OK, UT, WA and WI**, 1-860-415-4608 (toll-free).

DOWC Administration Services, LLC, 199 Pomeroy Rd., Parsippany, NJ 07054 in all remaining states set forth above, 1-888-317-1550 (toll-free).

“**Breakdown**” means the failure of any **Covered Part** to perform its intended function(s) in normal service as a result of defects in material or workmanship, providing the **Vehicle** has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual and all other terms and conditions of this Service Contract have been satisfied. **Breakdown** does not include the gradual reduction in operating performance caused by **Normal Wear and Tear** where a failure has not occurred.

“**Cost**” means the reasonable and customary charges for parts and labor up to the **Labor Rate**, necessary to repair or replace **Covered Parts**. In no event shall the **Provider** pay out a **Cost** that exceeds the MSRP for parts and labor allowances derived from nationally recognized publications, or as otherwise stated herein.

“**Coverage**” means the Coverage Plan selected on the Information Schedule. If a Coverage Plan is not selected, only Level 1 **Coverage** will be provided.

“**Covered Parts**” means only those items set forth in SECTION 2 – WHAT THIS SERVICE CONTRACT COVERS.

“**Covered Repair**” means the repair or replacement of a **Covered Part** that has failed as a result of a **Breakdown** and is approved by the **Administrator** in advance. **At the Administrator's option, replacement parts used to complete Covered Repairs may include new, remanufactured, used, rebuilt, exchanged, or serviceable used components or non-OEM parts.**

“**Deductible**” means the amount that **You** are required to and agree to pay toward the total **Cost** of the repair or replacement of a **Covered Part** as determined by the **Coverage** and **Deductible** amount identified on the Information Schedule. Each **Covered Repair** is subject to payment of the **Deductible** by **You**. If the Information Schedule indicates that a Disappearing **Deductible** is available, the **Deductible** will be waived if **Covered Repairs** are performed by the **Selling Dealer**.

“**Labor Rate**” means the lesser of: (i) such rates derived from nationally recognized labor time publications; or (ii) \_\_\_\_\_ (if any).

“**Miles**” means the miles on the Information Schedule in relation to the **Term**.

“**Months**” means the months on the Information Schedule in relation to the **Term**.

“**Normal Wear and Tear**” means the natural and inherent wear characteristics of and to the **Vehicle** and its individual parts. Gradual reduction in operating performance due to **Normal Wear and Tear** is not considered a **Breakdown** and no such coverage will be provided.

“**Repair Facility**” means a franchised automobile dealer or licensed **Repair Facility** that provides a written parts and labor guarantee for **Covered Repairs** of not less than six (6) months and 6,000 miles. Repairs performed by any facility must receive **Administrator** authorization prior to beginning repairs.

“**Selling Dealer**” means the dealer from whom **You** purchased this Service Contract.

“**Service Contract Price**” means the amount **You** paid for this Service Contract.

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

“**Term**” means the **Months / Miles** shown on the Information Schedule, calculated in accordance with SECTION 8 – GENERAL PROVISIONS – 1. Service Contract Term.

“**Tie Back Area**” means \_\_\_\_\_ (if any) miles from the **Selling Dealer's** location(s). If a **Breakdown** occurs within the **Tie Back Area**, the **Provider** reserves the right to require **You** to return the **Vehicle** to one of the **Provider's** preferred **Repair Facilities**.

“**Vehicle**” means the covered vehicle on the Information Schedule.

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

“**You**” and “**Your**” means the buyer/co-buyer on the Information Schedule and any eligible transferee hereunder.

## 2 - WHAT THIS SERVICE CONTRACT COVERS

According to the **Coverage** and Surcharges selected by **You**, for the **Term**, **We** agree to pay or, in **Our** sole discretion, reimburse **You** only the **Costs**, including the **Labor Rate**, to repair or replace the following **Covered Parts** when a **Breakdown** arises out of the normal use of the **Vehicle**, less **Your Deductible**. **Our** obligation to make any payment is contingent upon the **Administrator's** authorization of **Covered Repairs** prior to the commencement of work and the repairs not being otherwise covered under a **Warranty**. If a Coverage Plan is not selected on the Information Schedule, only Level 1 **Coverage** will be provided.

### LEVEL 1 COVERAGE

When Coverage Plan LEVEL 1 has been selected on the Information Schedule, only the following parts are covered. **Parts not listed are not covered.**

#### ENGINE

**Gasoline Engine:** Cylinder block and all internally lubricated parts, including crankshaft, rod and main bearings, cam bearings, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms, pushrods, timing chain and sprockets, oil pump, oil pump housing, oil pump pressure relief valve, timing chain housing, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, engine oil cooler, oil filter adapter/housing, engine oil sending unit, thermostat and housing, water pump, temperature sending unit, expansion plugs, fuel supply pump, vacuum pump, dipstick and tube, and fasteners for these components.

**Diesel Engine:** Fuel distributor, fuel injection pump, fuel regulator and injectors. **The auxiliary fuel pump is excluded.**

**Turbocharged/Supercharged Engine:** Turbocharger, supercharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, and lines and nozzles.

#### TRANSMISSION

**Automatic:** Case and all internally lubricated parts, including oil pump, valve body, torque converter, governor, main shaft, input/output shafts, clutches, bands, drums, gear sets, bearings, bushings, solenoids, TV cable, electronic shift control unit, computer operated clutch, cooler, dipstick and tube, and fasteners for these components.

**Standard (Manual):** Case and all internally lubricated parts, including main shaft, input/output shafts, gear sets, shift forks, synchronizers, bearings, bushings, shift linkage and cables, and fasteners for these components.

#### DRIVETRAIN

**Front Wheel Drive:** Final drive housing and all internally lubricated parts, including

carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, front hub bearings, rear hub bearings, drive shaft support, drive shaft, and fasteners for these components.

**Rear Wheel Drive:** Drive axle housing and all internally lubricated parts, including carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, front hub bearings, rear hub bearings, drive shaft support, drive shaft, and fasteners for these components.

**Transfer Case - 4X4/AWD:** Case and all internally lubricated parts, including main shaft, gear sets, chain and sprockets, bearings, bushings, and fasteners for these components, four-wheel drive selector switch, transfer case module, electronic and vacuum engagement components, including manufacturer's all-wheel drive systems such as Quattro, xDrive, 4-Matic, etc.

**Hybrid Vehicle Components:** Hybrid battery junction block, hybrid battery main battery cable, and electric alternating current compressor, electric motor/generator(s) and all internal components, inverter/converter/transformer units and all internal components, inverter/converter/transformer units cover, continuously variable transmission (CVT) and all internal components, power split device and all internal components, reduction/reducer box and all internal components, and fasteners for the components listed above.

**SEALS & GASKETS:** Covered only if required in connection with a **Covered Repair**.

**DUAL REAR WHEELS:** **Coverage** will be provided when **Your Vehicle** is equipped with dual rear wheels.

**CANADIAN VEHICLE:** **Coverage** will be provided even though **Your Vehicle** has been manufactured for sale in Canada.

## LEVEL 2 COVERAGE

When Coverage Plan LEVEL 2 has been selected on the Information Schedule, only the parts listed in **LEVEL 1** and the following parts are covered. **Parts not listed are not covered.**

**AIR CONDITIONING:** Condenser, compressor, clutch and pulley, orifice tube, accumulator, HVAC control module, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, fasteners for these components, and Freon-refrigerant if necessary for a **Covered Repair**.

**BRAKES:** Wheel cylinders, master cylinder, combination valve, assist booster, disc brake calipers, hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, and fasteners for these components.

**ELECTRICAL:** Voltage regulator, alternator, front and rear windshield wiper motors, front and rear windshield wiper delay controller, back up lamp switch, brake light switch, hazard warning switch, headlamp switch, ignition switch, multi-function switch, neutral safety switch, turn signal switch, wiper switch starter motor and drive, starter solenoid, electronic ignition module, ignition coils, electronic ignition module, body control module, engine control module and engine management control unit.

**STEERING:** Housing/case and all internally lubricated parts (examples include 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 and bearings), bushings, pitman arm, center link, idler arm, power steering pump/electric steering motor, power steering pump pulley, fluid reservoir, coupling, and fasteners for the components listed above.

**SUSPENSION:** Bump stop cushions, torsion bar mounts and bushings, upper and lower ball joints, including dust boots, steering knuckle (spindle), spindle support, stabilizer shaft, stabilizer linkage, including mounts, and bushings, kingpins, and fasteners for the components listed above.

## LEVEL 3 COVERAGE

When Coverage Plan LEVEL 3 has been selected on the Information Schedule, only the parts listed in **LEVEL 1**, **LEVEL 2**, and the following parts, are covered. **Parts not listed are not covered.**

**ENHANCED ELECTRICAL:** Keyless entry system, instrument gauges, compass display, thermometer display, power steering electronic control unit, cruise control

system, power seat motor, power seat transmission, power window motor, power window regulator, low fuel sensor, low coolant sensor, low oil sensor, power antenna motor, electronic rear view mirror motor, headlight door motor, power sunroof motor, convertible top motor, wiring harnesses, back up lamp switch, brake light switch, hazard warning switch, headlamp switch, ignition switch, multi-function switch, neutral safety switch, turn signal switch, wiper switch, power window switch, power door lock actuator/switch, power mirror switch, power seat switch, power trunk/liftgate lock actuator, seat memory switch, seat temperature switch, sunroof switch, traction control switch, transmission position switch, transmission temperature switch, accelerator pedal position sensor, air temp sensor, ambient temp sensor, brake fluid level sensor, brake fluid pressure sensor, cabin temperature sensor, camshaft position sensor, crankshaft position sensor, oil pressure sensor, oil temperature sensor, seat position sensor, transmission position sensor, transmission temperature sensor, fuel level sensor, coolant level sensor, coolant temperature sensor and relay, electronic fuel injection system except exhaust gas recirculation valve, electronic suspension sensors, electronic suspension controller and limiting valve, electronic suspension lines and electronic throttle body.

**ENHANCED SUSPENSION:** Electronic suspension actuator/motor and compressor, electronic suspension sensors, electronic suspension controller and limiting valve, electronic suspension lines, air suspension springs, upper and lower control arms, control arm shafts, and fasteners for these components.

**HYBRID VEHICLE COMPONENTS:** Onboard battery charging system, battery charge controller, motor/generator belt tensioner, drive motor dampener, voltage inverter reservoir, three-phase high voltage cables, hydraulic or electric regenerative braking system, onboard computer system, including all relays, sensors, ECU & ECM (electronic control units/electronic control modules), power switch/button and controller/electronic throttle control system.

**MISCELLANEOUS COMPONENTS:** Fuel tank, fuel tank sending unit, fuel tank hard lines, fuel injectors, radiator, radiator fan, including fan clutch, fan motor, fan blade, and fan relay, temperature sensor and relay, struts, including upper mount and pivot bearing assembly, heated back glass, windshield wiper washer pump(s), heater-A/C blower motor, heater core assembly, heater control valve, horn assembly and clutch starter interlock switch.

**TECHNOLOGY:** Adaptive lighting control motors, actuators, and sensors (composite headlight assembly, only as a result of failure of a listed component); audio system, including displays and control modules; auto dimmers; blind spot monitoring control module and sensors; bluetooth systems, module, and microphone; collision avoidance systems; cruise control systems, including adaptive/autonomous cruise control technologies, control unit, sensors, and cameras; driver information center; driver recognition systems, entertainment technology; eye detection systems, factory installed vehicle hot-spot/cellular transceiver; hands free systems and controls, heads-up display systems; HomeLink®/garage door control transmitter; humidity sensors; infrared systems; keyless access systems; lane departure systems; multimedia interface systems; navigation packages; power trunk/lift gate motor and sensors; proximity sensors; rear monitoring cameras; rear, front, and side mounted cameras and control unit; rest recommendation systems; seat heaters and coolers; self-parking systems, module, sensors, and cameras; SOS systems; touch screen technology; USB ports; vibration sensors; voice recognition/command systems.

## LEVEL 4 EXCLUSIONARY

When Coverage Plan LEVEL 4 - EXCLUSIONARY has been selected on the Information Schedule, for the **Term** hereof, **We** agree to pay, or in **Our** sole discretion, reimburse **You** only the **Cost**, including the **Labor Rate**, to repair or replace any **Breakdown** of **Your Vehicle**, including any selected Surcharges, except items excluded under SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER, when a **Breakdown** arises out of the normal use of the **Vehicle**, less **Your Deductible**.

## RENTAL/RIDESHARE REIMBURSEMENT

If **Your Vehicle** experiences a **Breakdown** and is inoperable or unsafe to drive and needs to be held for eight (8) hours or more (a "**Day**") by a **Repair Facility** for a **Covered Repair**, **We** will reimburse **You** the **Cost** to rent a vehicle from a licensed rental agency at a rate not to exceed fifty dollars (\$50) per **Day** up to the lesser of: (i) \$1,500; or (ii) the cost of thirty (30) **Days** for which reimbursement is paid. In lieu of a rental vehicle, **We** will reimburse **You** the **Cost** to use a rideshare service (e.g., Uber or Lyft) at a rate not to exceed fifty dollars (\$50) per **Day** up to the lesser of: (i) \$1,500; or (ii) the cost of thirty (30) **Days** for which reimbursement



is paid. Rental/Rideshare Reimbursement is limited to a maximum of five (5) **Days** per **Breakdown** of the same **Covered Part** and an aggregate maximum of thirty (30) **Days**.

#### **SURCHARGES\***

☐ **BRANDED TITLE:** Coverage of **Your Vehicle** will be provided even though **Your Vehicle** has a branded title for salvage, rebuilt, hail or lemon. **TMU or flood, fire, saltwater damage titles are specifically excluded from Coverage.**

☐ **COMMERCIAL USE:** Coverage will be provided even though **You** are using **Your Vehicle** for a commercial purpose. "**Commercial Use**" means use of the **Vehicle** for anything other than a personal, familial, or household purpose. A vehicle registered as commercial or to a business shall be deemed **Commercial Use**, subject to the terms hereof. **Commercial Use** includes, but is not limited to: hauling; pushing/pulling; farming/ranching; construction work; principal off-road use; daily rentals (e.g., Turo); snowplowing (**Vehicle** must be equipped with factory installed or factory authorized snowplow package); company pool use; business travel when the **Vehicle** is used by more than one (1) driver; single driver sales/services (e.g., real estate, cleaning services, home health/aide care services, and gardening); light duty contracting (e.g., electrician, carpenter, plumber or other similar **Commercial Use**); if the **Vehicle** is equipped with a dump bed, hoisting or lifting equipment; if the **Vehicle** is used for one-time shared passenger rides on demand as part of the following authorized rideshare companies: Uber and Lyft; if the **Vehicle** is used as a food courier service offered by a restaurant, store or independent food delivery company such as Grubhub, DoorDash and UberEats; a business name is displayed on the **Vehicle**; has commercial plates in the state in which it is titled; and/or primary insurance for the **Vehicle** is a business auto policy or commercial vehicle policy. Taxi, limousine, shuttle services, towing or wrecker road service operations, government/military use, law enforcement, fire, ambulance or other emergency services remain excluded even with selection and payment of the Commercial Use Surcharge. **Commercial Use** must not exceed manufacturer's ratings and/or limitations. **The Administrator reserves the right to request additional reasonable documentation to confirm whether the Vehicle has engaged in Commercial Use.**

☐ **LIFT KIT:** Coverage will be provided even though **Your Vehicle** has a body or suspension lift up to six inches (6") and/or **Your Vehicle** has tires or wheels that are up to four inches (4") larger in diameter than the original manufacturer equipment on the **Service Contract Purchase Date**. This Surcharge does not provide **Coverage** for vehicles with over a six inch (6") lift, or tires or wheels that are greater than four inches (4") larger in diameter than the original manufacturer equipment, and such vehicles are specifically excluded. **Non-factory body and suspension parts are specifically excluded. Payment of this Surcharge does not provide Coverage for vehicles with oversized tires that do not match in diameter, and such vehicles are specifically excluded. Suspension reductions and undersized wheels or tires are specifically excluded.** Any modification that voids the original manufacturer **Warranty** will also void coverage.

☐ **SEALS AND GASKETS:** Coverage will be provided for the repair/replacement of failed Seals and Gaskets designed to prevent the loss of necessary coolants, lubricants, and fluids. **Minor loss of fluid or seepage is considered Normal Wear and Tear and no coverage will be provided. Coverage for Seals and Gaskets expires upon expiration of this Service Contract, or when Your Vehicle's odometer registers 125,000 miles, whichever occurs first.**

☐ **HYBRID VEHICLE BATTERY:** Coverage will be provided for **Your Vehicle's** hybrid electric battery up to a maximum of \$5,000. **Surcharge does not provide coverage for Your Vehicle's 12-volt battery.**

*\*Surcharges are subject to payment by You of the applicable surcharge price.*

### **3 - EMERGENCY ROAD SERVICE**

If **Your Vehicle** is disabled due to a **Breakdown**, **You** may obtain towing, battery jumpstart, flat tire change, fuel, oil, and water delivery, and/or locksmith services ("**Emergency Road Service**") on **Your** own. **You** may also contact the **Administrator** for assistance in obtaining **Emergency Road Service**. In either event, **You** must seek reimbursement from the **Administrator** herein.

#### **Limitations on Coverage:**

**Coverage** includes one (1) **Emergency Road Service** per 72-hour period and one (1) tow per **Breakdown** of the same **Covered Part**, not to exceed four (4) total services for the **Term**. Reimbursement for **Emergency Road Service** shall not exceed one hundred and twenty-five dollars (\$125) per towing service, and forty dollars (\$40) per battery jumpstart, flat tire change, locksmith, and fuel, oil,

and water delivery service. The aggregate limit of liability for any combination of **Emergency Road Service** hereunder is five hundred dollars (\$500) for the **Term**. Any additional costs, including the cost of any delivered materials, are **Your** responsibility and payment must be made by **You** at the time service is rendered. **You** remain responsible for any amounts in excess of the limits set forth in this Section. **You** must call the **Administrator** to begin the reimbursement process.

### **4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER**

#### **THIS SERVICE CONTRACT DOES NOT COVER THE FOLLOWING:**

1. Diagnostic, disassembly, assembly, repair, and/or replacement costs for non-covered repairs and/or parts.
2. Repair Facility labor Costs in excess of the Labor Rate.
3. Any Cost not approved by the Administrator and not paid by the Provider.
4. Repairs or replacements when any information provided by **You** or the Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate by the Provider or Administrator.
5. Repairs or replacements performed without the Administrator's prior authorization, except when the Administrator's office is closed and the Emergency Repair Process is followed.
6. Breakdowns which existed prior to, or resulted from a condition which existed prior to, the later of: (i) the Service Contract Purchase Date; or (ii) the Provider's receipt of payment for and approval of this Service Contract.
7. Breakdowns reported after expiration of this Service Contract.
8. Breakdown of a Covered Part resulting from the failure or breakdown of a non-covered part or an improper repair.
9. Maintenance and parts of the Vehicle subject to regular maintenance and labor costs, and costs of parts for such maintenance regardless of Coverage of a part otherwise. This includes, but is not limited to, the maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle such as engine tune-up (includes spark plugs, glow plugs, ignition wires, distributor cap, and rotor), carburetor, all batteries (including, but not limited to: lithium-ion battery, unless the Hybrid Vehicle Battery Surcharge has been selected and paid), 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, timing belt and timing belt pulley, timing belt tensioner, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, catalytic converter, Vehicle charging station, friction clutch disc and pressure plate and clutch throw out bearing, except as expressly listed or included in SECTION 2 - WHAT THIS SERVICE CONTRACT COVERS under the applicable Coverage Plan.
10. Breakdowns or repairs caused by fraud, collision, physical damage, negligence, abuse, neglect, misuse, road hazard, off-road use, tampering, improper alterations, lack of customary maintenance per manufacturer specification or failure to adhere to any other obligation specified in SECTION 6 - MAINTENANCE REQUIREMENTS or SECTION 7 - YOUR RESPONSIBILITIES.
11. Glass, glass framework and 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, and removable hardtop assemblies.
12. Costs covered by any Warranty covering Your Vehicle regardless of whether the warrantor honors such Warranty or whether You are able to obtain that benefit, and for any Costs that are or would have been covered under any Warranty whether or not such Warranty is in effect or has been voided by the manufacturer or whether You are able to obtain that benefit. This Service Contract runs concurrent with, and is secondary to, any applicable Warranty or such other coverage for the full duration thereof. If the Warranty has been declared void, this Service Contract does not provide coverage that would have been included thereunder until the end of what would have been the full duration of the Warranty. The benefits provided under dealer Warranties required by state law are not covered by this Service Contract.
13. Breakdowns that are the direct result of a mechanical or structural defect when the manufacturer has announced a public recall or factory

- technical service bulletin for the purpose of correcting such a defect, or for any Breakdown Costs covered by a manufacturer's Warranty, recall, factory technical service bulletin, or any other coverage that would assume responsibility for any Cost or benefit contained within this Service Contract, regardless of whether You obtain those benefits.
14. Expenses charged for the disposal of environmentally unsafe materials, non-specific materials, shop supplies and other non-covered Repair Facility charges.
  15. Any Covered Part which has not experienced a Breakdown but which a Repair Facility recommends to be repaired or replaced.
  16. Breakdowns caused by or involving collision, fire, theft, vandalism, riot, terrorist acts, war, explosion, lightning, earthquake, hurricane, tropical storm, volcanic eruption, windstorm, hail, water, freezing, Acts of God, flood or any loss that is insurable under standard physical damage coverage whether or not such insurance may be in force with Your Vehicle or other causes beyond the control of the Provider or Repair Facility.
  17. Loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential or incidental loss or damage that resulted from a Breakdown, including, but not limited to, lost wages, lost profits, punitive or exemplary damages, attorney fees, loss of Vehicle use, inconvenience, liability arising from breach of implied warranties, damage to property, or for injury or death of any person, arising out of the operation, maintenance or use of the Vehicle whether or not related to a Breakdown covered or not covered under this Service Contract. Any such liability is expressly excluded.
  18. Consequential, incidental or progressive damage or loss should Your Vehicle be involved in a collision caused by or involving a Breakdown of a component covered by this Service Contract.
  19. Additional loss or damage which is occasioned by You or the operator's negligence or 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.
  20. Aftermarket accessories or equipment, components and systems not installed by the manufacturer, including, but not limited to: anti-theft systems, radar detectors, CB radios, radio/speaker equipment, cruise control, sunroof, solar powered devices, telephones, TV/VCR/DVD and related components and appliances, and resulting breakdowns.
  21. Breakdowns resulting from the use of or involving modifications unless those modifications were performed by the manufacturer and the modifications meet the manufacturer's specifications, including, but not limited to, the following modifications: wheels/tires not to manufacturer's specifications, frame, emission systems, exhaust system, engine, transmission and drive axle, or aftermarket performance parts or systems, or other equipment, component or systems not installed by the manufacturer.
  22. Breakdowns caused by towing a trailer or another Vehicle unless Your Vehicle is equipped for this as recommended by the manufacturer.
  23. Breakdowns resulting from the use of Your Vehicle for racing or other competition or exhibition.
  24. To correct a cosmetic imperfection.
  25. Breakdowns or damage caused by the environment or weather such as rust or weather related corrosion.
  26. Repair, replacement, adjustment or alignment of any part not covered by this Service Contract as set forth in SECTION 2 – WHAT THIS SERVICE CONTRACT COVERS under the selected level of Coverage.
  27. Repairs of water and air leaks, rattles, squeaks and wind noise.
  28. Faulty parts or labor provided by others during the course of a Covered Repair and for repairs performed due to improper diagnosis or a Breakdown due to improper previous repairs or a faulty part.
  29. Repairs or replacements performed due to improper diagnosis.
  30. Tax on parts and labor, unless state or federal law requires the Provider to pay such taxes.
  31. For other than on-road passenger vehicles.
  32. Breakdowns occurring from operating on any surface other than federal, state, county, city or municipality paved road or highways.
  33. Branded title for salvage, rebuilt, hail, or lemon, unless the Branded Title Surcharge has been selected and paid. Vehicles with TMU or flood, fire, saltwater damage titles remain excluded from Coverage.
  34. Factory defects.
  35. Breakdowns resulting from or related to contaminated fluids, improper fuels or fluids, lack of proper fluid levels, overheating, lack of coolant, lack of lubricants, improper specification (type) of fluids, lack of oil viscosity, sludge or restricted oil flow, or ingestion of water, including, but not limited to, damage to engine or transmission as a result of same. This includes fluid leaks.
  36. Excessive oil consumption, loss of compression or gradual reduction in performance not resulting from the Breakdown of a Covered Part.
  37. Repair of valves and/or rings for the purpose of raising the engine's compression when a Breakdown has not occurred.
  38. If the Vehicle's odometer has been left nonfunctional, tampered with, disconnected, broken and not remediated immediately at the time of failure, or altered in any way, or misrepresents Your Vehicle's actual mileage, including, but not limited to, odometer misrepresentation caused by the use or modification of the Vehicle with undersize or oversize tire and wheel assemblies.
  39. Repairs made solely to meet or maintain any governmental emission standards.
  40. Breakdowns or damage caused by neglecting to follow proper charging procedures or use of incompatible charging devices for Your plug-in hybrid/electric Vehicle.
  41. Breakdowns or damage caused by a power surge.
  42. Seals and gaskets not required in connection with a Covered Repair, unless the Seals and Gaskets Surcharge has been selected and paid. Fluid leaks are not covered. Minor loss of fluid or seepage is considered Normal Wear and Tear and not a Breakdown. No coverage will be provided.
  43. If the Vehicle is engaged in Commercial Use, unless the Commercial Use Surcharge is selected and paid. Taxi, limousine, shuttle services, towing or wrecker road service operations, government/military use, law enforcement, fire, ambulance or other emergency services remain excluded even with selection and payment of the Commercial Use Surcharge.
  44. Trucks or SUVs having greater than a four inch (4") lift and/or tires or wheels having greater than a four inch (4") difference in diameter from original manufacturer's equipment, unless the Lift Kit Surcharge has been selected and paid. Vehicles with over a six inch (6") lift, or tires or wheels with greater than a four inch (4") difference in diameter from original manufacturer's equipment are excluded without exception. Suspension reductions, undersized wheels or tires, and oversized tires that do not match in diameter are specifically excluded.
  45. If Your Vehicle was manufactured as a non-U.S. specification model, other than Canada.
  46. Your Vehicle's hybrid battery unless the Hybrid Vehicle Battery Surcharge has been selected and paid. Coverage is limited to that set forth in the Surcharge. 12-volt battery excluded.
  47. Breakdowns caused by, or damage to, the Vehicle hybrid battery resulting from leaving Your Vehicle for longer than fourteen (14) days with a remaining "electric range" of less than six (6) miles.
  48. Breakdowns caused by intentionally or negligently attempting to reduce, or contributing to the reduction of, the life of Your Vehicle's hybrid battery.
  49. Any and all degradation of Your Vehicle's hybrid battery resulting in loss of battery energy or power over time. Gradual loss of battery capacity is not considered a Breakdown and coverage will not be provided.
  50. Breakdowns caused by exposure of Your Vehicle's hybrid battery to a direct flame or immersing any portion in water or other fluids.
  51. Neglecting to follow proper charging procedures as recommended by the manufacturer of the Vehicle and/or Vehicle charging unit.
  52. Breakdowns caused by using incompatible charging devices on Your Vehicle.
  53. Breakdowns of or damage to the charging device.
  54. Breakdowns caused by failing to properly charge and/or maintain Your Vehicle's hybrid battery.
  55. Exposing the Vehicle, including the hybrid battery, to temperatures above 120 degrees fahrenheit for over twenty-four (24) hours.
  56. Storing a Vehicle, including the hybrid battery, in temperatures below



- negative thirteen (13) degrees fahrenheit for over seven (7) days.
57. Flooding the hybrid battery.
  58. Using the Vehicle as a stationary power source.
  59. Any damage to Your Vehicle's hardware or software, or any loss or harm to any personal information uploaded to Your Vehicle resulting from any modifications or unauthorized access to Vehicle data or software from any source or applications.
  60. Any reduction in hybrid battery capacity and/or performance due to Vehicle software updates.

**IN ADDITION, AS TO EMERGENCY ROAD SERVICE:**

61. Cost of parts, replacement keys, fluids, lubricants, fuel, cost of installation of products or materials, Vehicle storage charges, penalties or fines.
62. Non-emergency towing or other non-emergency service.
63. A service available through a valid manufacturer's Warranty or service, or Repair Facility, regardless of whether You are able to obtain that benefit.
64. Mounting or removing of snow tires or chains; winching; extrication; tire repair; or emergency roadside assistance required as a result thereof.
65. Camping trailers, travel trailers or any vehicles in tow or emergency roadside assistance required as a result thereof.
66. Repeated service calls for a Vehicle in need of routine maintenance or repair.
67. Towing from or to an unlicensed repair facility or for towing by a company other than a licensed towing service, service station or garage.
68. Service on a Vehicle that is not able to be towed in a conventional and safe manner.
69. Towing or service on roads not regularly maintained, such as vacant lots, beaches, open fields, forests, roads closed during the season of the request, areas designated as not passable due to construction, or other places which would be hazardous for service Vehicles to reach.
70. Towing in restricted areas that restrict or ban access to service providers, such as turnpikes and other governed highways.
71. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking or other violations of law.

## 5 - HOW TO FILE A CLAIM

If Your Vehicle experiences a Breakdown, You must take immediate action and use all reasonable means necessary to protect the Vehicle from damage.

If You experience a Breakdown and You need to make a claim under the terms of this Service Contract, You must call the Administrator for instructions and to verify potential Coverage prior to the undertaking of any repairs or work on Your Vehicle. The Provider reserves the right to inspect Your Vehicle in its original condition prior to any diagnosis, tear down or repairs being performed. The Provider also reserves the right to require that Your Vehicle be taken to a licensed Repair Facility of its choosing. Failure to meet these requirements may result in a denial of Coverage.

For claims and customer service inquiries, contact the Administrator\* toll-free as set forth below:

**CLAIMS.DOWG.COM**

24-hours a day / 7-days a week

or

**1-888-317-1550**

8:00 a.m. - 9:00 p.m. E.S.T. Monday - Friday

9:00 a.m. - 3:00 p.m. E.S.T. on Saturdays

\*If You are located in CT, FL, OK, UT, WA or WI: You may file a claim at APSCCLAIM.COM, 24-hours a day / 7-days a week. You may also contact the Administrator toll-free at 1-860-415-4608 from 8:00 a.m. to 9:00 p.m. E.S.T. Monday through Friday, and 9:00 a.m. to 3:00 p.m. E.S.T. on Saturdays.

You must authorize the Repair Facility to perform diagnostic work so that the Repair Facility can determine the failure and provide an accurate estimate of the Cost of repair. You are solely responsible for any and all tear down and/or diagnostic Costs, including labor and parts, until such time

as Coverage is determined. This Service Contract does not cover and the Provider is not responsible for any tear down and/or diagnostic Costs for non-covered repairs. Upon determining that a Breakdown is covered by this Service Contract, the Administrator will confirm with the Repair Facility the amount of the Cost to be paid by the Provider and provide an authorization number for that amount. No payment will be made by the Provider for any amount without an authorization number. You will be responsible for the payment of any Cost beyond that for which the Provider is responsible under the terms of this Service Contract and for which an authorization number was not issued.

**Emergency Repair Process:** Emergency repairs are those required because Your Vehicle is inoperable or unsafe to drive while the Administrator's office is closed. In the event that a Breakdown occurs when the Administrator's office is closed and emergency repairs are necessary, You may follow the claim procedures and commence diagnosis and emergency repairs without securing the Administrator's prior authorization. You or the Repair Facility must notify the Administrator of the repairs as soon as the Administrator's office reopens. All original parts associated with the emergency repairs must be available for inspection when the Administrator's office reopens and You must obtain an authorization number. You must submit written information and documentation concerning the Breakdown and emergency repairs to the Administrator no later than thirty (30) days after the Breakdown. You must call the Administrator to commence the reimbursement process and obtain the required forms. Reimbursement of emergency repairs is subject to all terms and conditions of this Service Contract.

**FRAUDULENT CLAIMS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.**

## 6 - MAINTENANCE REQUIREMENTS

Coverage will only be provided hereunder if Your Vehicle is serviced in accordance with and receives all scheduled maintenance as recommended by the manufacturer in the Vehicle Owner's Manual. If Your failure to follow these procedures causes a Breakdown, You will be denied coverage. If You do not have an Owner's Manual, contact Your Vehicle manufacturer to obtain a maintenance schedule.

You must keep receipts, work orders, and other documents that verify the following information: Vehicle Identification Number, a description of Your Vehicle including mileage at the time of maintenance, maintenance performed and date of service(s). You may be required to furnish the Administrator with proof that the specified services have been performed in accordance with the manufacturer's recommendations. Failure to show proof of servicing/maintenance upon request will result in denial of Your claim for Coverage.

## 7 - YOUR RESPONSIBILITIES

In addition to, and without any limitation regarding, any and all of Your responsibilities as agreed to by You in this Service Contract including satisfaction of the Maintenance Requirements, You acknowledge that You are responsible for the following:

1. Make sure that all gauges, odometer, and warning sensors and lights are properly working at all times before driving Your Vehicle, including, but not limited to, the oil warning light/gauge and the temperature warning light/gauge.
2. Monitor that the Vehicle's gauges and warning lights are working, including, but not limited to, those listed above, and if any lights/gauges indicate a problem, You are required to safely and immediately pull Your Vehicle off the road and shut off the engine.
3. At Your expense, satisfy the Maintenance Requirements set forth in this Service Contract and maintain the Vehicle according to the Vehicle manufacturer's specifications, including, but not limited to, scheduled oil changes, transmission fluid changes, differential fluid changes, fluid level checks and refilling when required, and lubrication of the steering components and suspension.

Provider reserves the right to require proof of Your satisfaction of these responsibilities.

## 8 - GENERAL PROVISIONS

### 1. Service Contract Term

This Service Contract begins on the **Service Contract Purchase Date**. This Service Contract ends when, as identified on the Information Schedule, the **Months** (if any) or **Miles** (if any) from the **Service Contract Purchase Date** are reached, whichever occurs first.

### 2. Where You Are Covered

This Service Contract provides **Coverage** for **Breakdowns** occurring within the continental U.S., AK, HI and Canada.

### 3. Transfer of this Service Contract

**Your rights and duties under this Service Contract may only be transferred one (1) time by You to a subsequent purchaser of Your Vehicle. The transfer must be completed within thirty (30) days from the date of sale of Your Vehicle.**

To transfer this Service Contract, You must:

- contact the Administrator for a Transfer Request Form;
- submit a completed Transfer Request Form to the Administrator with a copy of Your Service Contract;
- submit to the Administrator a copy of the Bill of Sale indicating the date of sale of the Vehicle; and
- pay a transfer fee of one hundred dollars (\$100) to the Administrator with payment made payable to the Provider.

This Service Contract may not be transferred to another vehicle. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles. In the event of Your death, the benefits of this Service Contract will be available to Your spouse or legal representative.

### 4. Cancellation, Refunds, and Charges

#### Cancellation By You

You may cancel this Service Contract at any time by following the Cancellation Process below.

#### Cancellation By Us

We may cancel this Service Contract for any reason within ninety (90) days of the **Service Contract Purchase Date**. If We cancel this Service Contract, We will mail You written notice stating the reason for and effective date of cancellation at least thirty (30) days prior to cancellation.

After ninety (90) days, We may only cancel this Service Contract:

- For nonpayment of the **Service Contract Price**;
- If You use Your Vehicle in any manner not covered herein;
- If there has been a material misrepresentation, omission, or fraud by You; and/or
- If You have failed to maintain Your Vehicle per manufacturer specification.

#### Cancellation By Lienholder

If this Service Contract is financed, Your Lienholder may cancel this Service Contract at any time in the event You default on Your obligation to the Lienholder or in the event Your Vehicle is declared a total loss or is repossessed. Your Lienholder must follow the Cancellation Process below.

#### Cancellation Process

To cancel this Service Contract, contact the **Provider**. The **Provider** will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to cancel through the **Provider**, You must contact the **Administrator** to obtain a Cancellation Request Form. A completed Cancellation Request Form, a copy of Your Service Contract, a signed odometer reading statement and any other documents or information requested by the **Administrator** must be submitted to the **Administrator** to cancel this Service Contract.

To cancel this Service Contract as a result of a total loss or repossession by the Lienholder, contact the **Provider**. The **Provider** will assist with Your cancellation request and verify the mileage of Your Vehicle. If You are unable to cancel through the **Provider**, You must contact the **Administrator** to obtain a Cancellation Request Form. A completed Cancellation Request Form, a copy of Your Service Contract, a signed odometer reading statement, a letter from Your insurance company identifying the date of the total loss or a letter from the Lienholder indicating the date of repossession, and any other documents or information requested by the **Administrator** must be submitted to the

**Administrator** to cancel this Service Contract.

#### Cancellation Refunds

All refunds will be paid to the Lienholder, if any, otherwise to You.

If You or the Lienholder cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and no claims have been incurred, a one hundred percent (100%) refund of the **Service Contract Price** will be made. No cancellation fee will be assessed within the first thirty (30) days.

After the first thirty (30) days, or if You have incurred a claim within that time period, a pro-rata refund will be made based on the unused **Months** or unused **Miles** calculated by multiplying the **Service Contract Price** by the lesser percentage of (i) the unused **Months** compared to the total **Months** of the **Term**, or (ii) the unused **Miles** compared to the total **Miles** of the **Term**, less any claims incurred, and a cancellation fee of fifty dollars (\$50), subject to the state permitted maximum.

If this Service Contract is canceled by Us within ninety (90) days of the **Service Contract Purchase Date**, and a claim has not been incurred, a one hundred percent (100%) refund of the **Service Contract Price** will be made. If this Service Contract is canceled by Us after ninety (90) days, or if You have incurred a claim within the first ninety (90) days, a pro-rata refund will be made based on the lesser of the unused **Months** or unused **Miles**, less any claims incurred, calculated in the manner set forth above.

### 5. Limit of Liability

The total We will pay for each **Covered Repair** is limited to the lesser of: (i) the **Cost**; or (ii) the actual cash value of Your Vehicle as of the date immediately prior to **Breakdown**, as determined by Kelley Blue Book, J.D. Power Official Used Car Guide, or such other nationally recognized source, based upon region (collectively, "**ACV**"). The **Deductible** will be applied to each **Covered Repair**. **Covered Repairs** are subject to the aggregate limits set forth below.

Our aggregate limit of liability for the **Term** is the lesser of: (i) the **Cost**; (ii) the **ACV** of Your Vehicle; (iii) the **Vehicle** purchase price, excluding charges for tax, title, negative equity, license, and finance and insurance products; (iv) for Branded Title vehicles, fifty percent (50%) of the **ACV** of Your Vehicle; (v) \_\_\_\_\_ (if any); or (vi) the applicable limits as follows:

Engine **Covered Repair** is \_\_\_\_\_ (if any).

Transmission **Covered Repair** is \_\_\_\_\_ (if any).

Drivetrain **Covered Repair** is \_\_\_\_\_ (if any).

Electrical, Enhanced Electrical or Technology **Covered Repair** is \_\_\_\_\_ (if any).

Suspension or Enhanced Suspension **Covered Repair** is \_\_\_\_\_ (if any).

We shall not be responsible at any time or for any reason for any consequential or incidental damages, including, but not limited to, lost wages, lost time, loss of use of the Vehicle, commercial loss or inconvenience. These exclusions may not apply to You as state laws vary. We shall not be responsible at any time or for any reason for any liability arising from breach of implied warranties, damage to property, or for injury or death of any person, arising out of the operation, maintenance or use of the Vehicle whether or not related to a Breakdown covered or not covered under this Service Contract. Any such liability is expressly excluded. We are not responsible for faulty parts or labor provided by others during the course of a Covered Repair.

### 6. If You Have Other Coverage

If the manufacturer, dealer or **Repair Facility** is required to or otherwise agrees to cover all or some of the **Cost** of a **Breakdown**, even after a **Warranty** or guarantee has expired, We will pay only for any extra **Cost**. If You have any other Emergency Roadside Assistance, We will pay only the amount in excess of that coverage, subject to the limits of this Service Contract. **This Service Contract is NOT a warranty and does NOT guarantee the utility or performance of the Vehicle or Covered Parts.**

### 7. Subrogation/Rights of Recovery

If You receive any benefits under this Service Contract, We may require You to assign to Us Your rights of recovery against any vehicle manufacturer, repair facility or other party that may be responsible to You for **Costs** covered by

this Service Contract or claims paid by **Us**. This includes, but is not limited to, any benefits or **Costs** covered by a manufacturer that has announced its responsibility for same, including, but not limited to, public recalls or technical service bulletins. **You** agree to assist **Us** in enforcing these rights and to cooperate with **Us** in any matters concerning this Service Contract, such claims and **Our** rights of recovery. **We** will not pay for a **Covered Repair** if **You** impair these rights to recover. **Your** rights to recover from others may not be waived.

## 8. Insurance

### **THIS IS NOT AN INSURANCE CONTRACT AND IS NOT SUBJECT TO STATE INSURANCE LAWS.**

Obligations of DOWC Provider Services, LLC, Assured Provider Services, Inc., or the **Selling Dealer**, as the applicable **Provider** under **SECTION 1 - DEFINITIONS**, are insured by an insurance policy issued by Old Republic Insurance Company ("Insurer") in the following states only\*: **AK, AR, CA, CO, CT, GA, ID, KY, LA, MD, ME, MS, NE, OK, OR, UT, VA, WA and WI**. Should **We** fail to pay any claim covered under this Service Contract in the states set forth above within sixty (60) days after the claim has been submitted, **You** may file a claim directly with the **Insurer**, at 800-331-3780; P.O. Box 35008, Tulsa, OK 74153-0008.

In all other states, this Service Contract is not insured by a reimbursement insurance policy and obligations of the **Provider** under this Service Contract are backed by the full faith and credit of the **Provider**.

*\*Please see SECTION 10 - LIENHOLDER AMENDMENTS herein for more information.*

## 9. ARBITRATION PROVISION (NOT APPLICABLE IN: AK, GA, MD, MS, WI and WY)

### **READ THIS ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS YOU MAY HAVE, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this **Arbitration Provision** ("**Arbitration Provision**"), "**You**" and "**Your**" shall mean the person previously identified as **You** in this Service Contract, as well as of **Your** heirs, survivors, assignees and representatives. "**We**" and "**Us**" shall mean the **Provider** and the **Administrator** as identified in this Service Contract, as well as all of their parents, subsidiaries, agents, affiliates, successors, assignees, any distributor of its products, and all the dealers, licensees, officers, and employees of any of the foregoing entities. **You** and **Us** are each a "**Party**" and together, the "**Parties**" under this provision.

The **Parties** agree to attempt to resolve any dispute through informal negotiation and agree to contact each other regarding a dispute prior to initiating arbitration or other legal action. If the **Parties** are unable to resolve a dispute through informal negotiation, the **Parties** agree that any and all claims, disputes or controversies of any nature whatsoever, whether in contract, tort or otherwise, including statutory, common law, fraud by misrepresentation, omission or otherwise, or other intentional tort, property or equitable claim, arising out of or in any way relating to, or in connection with (i) this Service Contract, the making or administration of this Service Contract, sales or marketing of this Service Contract, the purchase of this Service Contract and any claims or denial of claims or refunds made hereunder; or (ii) the validity scope, interpretation and enforceability of this **Arbitration Provision** or the entire Service Contract shall be resolved by binding arbitration before a single arbitrator (together, for purposes of this **Arbitration Provision**, the "**Dispute(s)**").

To initiate arbitration, **You** must submit written notice of **Your** intent to arbitrate that **Dispute** no later than sixty (60) days following the date of the action, omission or determination **You** are disputing. Specifically, **You** must mail a written demand for arbitration describing the nature of the **Dispute** to the **Administrator** at the address set forth above. Along with the arbitration demand, **You** must submit a filing fee of \$200, which **We** shall hold in escrow until the **Parties** select the arbitrator.

The **Parties** will select a mutually acceptable arbitrator from a roster of arbitrators registered and in good standing with the American Arbitration Association (AAA) or JAMS, or another recognized arbitration association in the United States who is willing to accept a fee structure described herein. The **Parties** agree to arbitrate any disputes via a video conference or similar technology that can accommodate taking of live testimony and introducing documents and/or other supporting evidence. **You** have a right to be represented by counsel during the arbitration.

**We** will propose three (3) qualified arbitrators and **You** will have a right to select the arbitrator. Once selected, the arbitrator must disclose to the **Parties** any

conflicts of interest and agree to abide by the applicable Code of Ethics for arbitrators. **You** can object to the appointment of the selected arbitrator based on the disclosed conflicts and select an alternative arbitrator from the list by submitting such request in writing within seven (7) days of receiving the list of proposed arbitrators.

Once the arbitrator is appointed, **Your** demand for arbitration along with the filing fee shall be submitted to the arbitrator. **We** shall provide a written response, along with a filing fee of \$400 to the arbitrator within fifteen (15) days of appointment. The combined filing fee of \$600 will cover the arbitrator's fee to review the submissions prior to the hearing, to include one (1) preliminary conference not to exceed one (1) hour. If the **Dispute** proceeds to arbitration, the arbitrator will be compensated by way of an additional flat fee of \$1,500, which covers one day of hearing conducted remotely via a video conference or functionally similar digital platform (not to exceed four (4) hours), and one (1) final award.

The arbitrator shall apply substantive law governing the Service Contract at issue and the applicable statute of limitations. The arbitrator shall provide written, reasoned findings of fact and conclusions of law. The award shall address all open issues, finally resolve the dispute and allow the **Parties** to proceed without any uncertainty as to its meaning. The arbitrator may award any remedy or relief the arbitrator deems proper, except punitive, consequential, special or exemplary damages. It is understood and agreed that the arbitration shall be binding upon the **Parties** and that an arbitration award may not be set aside in later litigation, except upon the limited circumstances set forth in the Federal Arbitration Act ("FAA"), 9 U.S.C. §10. Except to the extent necessary to confirm an award or as may be required by law, neither the **Parties** nor the arbitrator are allowed to disclose the arbitration award or the information exchanged in the context of arbitration without the prior written consent of all **Parties**.

Except for the filing fee disclosed above and the costs **You** may incur to present **Your** case, the cost of the arbitration, including the arbitrator's fee, shall be borne by **Us**. However, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by **You** should the arbitrator determine that **You** have filed the arbitration demand without substantial justification or in bad faith.

This **Arbitration Provision** is part of a transaction involving interstate commerce and shall be governed by the FAA, 9 U.S.C. §1 et seq. ("FAA"). An award in arbitration will be final and binding and is enforceable under the FAA by any court having jurisdiction. If any portion of this **Arbitration Provision** is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this **Arbitration Provision**. If there is a conflict or inconsistency between this **Arbitration Provision** and other provisions of this Service Contract or any other contract between **You** and **Us**, this **Arbitration Provision** shall govern. This **Arbitration Provision** shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Service Contract.

The **Parties** agree that (i) no arbitration proceeding hereunder shall be certified as a class action, proceed as a class action or involve claims brought in a representative capacity, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. **YOU AGREE TO ADJUDICATE DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE THE RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION.**

**IF A DISPUTE IN CONNECTION WITH THIS SERVICE CONTRACT IS FOUND TO NOT BE SUBJECT TO ARBITRATION FOR ANY REASON, ANY LEGAL PROCEEDING WITH RESPECT SUCH DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING AND THE RIGHT TO PURSUE A CLASS OR COLLECTIVE ACTION IN ANY FORUM. VENUE SHALL BE IN THE STATE AND COUNTY IN WHICH THIS SERVICE CONTRACT WAS SOLD OR IN SUCH OTHER VENUE AS REQUIRED BY LAW OR AGREED UPON BY THE PARTIES.**

## 10. Entire Agreement

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.

## 9 - STATE AMENDMENTS

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



## **Alabama**

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Provider** or **Administrator**. The fifty dollar (\$50) cancellation fee is deleted and replaced with a twenty-five dollar (\$25) cancellation fee.

## **Alaska**

**SECTION 8 – GENERAL PROVISIONS - 4. Cancellation, Refunds, and Charges - Cancellation by Us** is deleted and replaced with the following: **We** may cancel this Service Contract only for the following reasons: 1) nonpayment of the **Service Contract Price**; 2) **Your** conviction of a crime, which involves an act that increases a hazard covered by this Service Contract; 3) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this Service Contract or in pursuing a claim under this Service Contract; 4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this Service Contract; 5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under this Service Contract; or 6) a substantial breach of contractual duties by **You** related to the covered **Vehicle**. If this Service Contract is canceled by **Us**, written notice will be sent to **Your** last known address with at least five (5) days prior notice before cancellation stating the effective date and reason for cancellation. Prior notice is not required for: 1) nonpayment of the **Service Contract Price**; 2) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this Service Contract or in pursuing a claim under this Service Contract. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation Refunds** is amended as follows: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel within the first thirty (30) days, and a refund has not been paid or credited within forty-five (45) days of return of this Service Contract to the **Provider** or **Administrator**, a penalty of ten percent (10%) of the full **Service Contract Price** shall be added to the refund for each month the refund remains unpaid. If **You** cancel after the first thirty (30) days, and a refund has not been paid or credited within forty-five (45) days of return of this Service Contract to the **Provider** or **Administrator**, a penalty of ten percent (10%) of the unearned **Service Contract Price** shall be added to the refund for each month the refund remains unpaid. The cancellation fee shall be the lesser of fifty dollars (\$50) or seven and one-half percent (7.5%) of the unearned **Service Contract Price**. If **We** cancel within the first ninety (90) days and a refund has not been paid or credited within forty-five (45) days of such cancellation, a penalty of ten percent (10%) of the unearned **Service Contract Price** shall be added to the refund for each month the refund remains unpaid. **SECTION 8 - GENERAL PROVISIONS - 8. Insurance** is amended to replace sixty (60) days with thirty (30) days.

## **Arizona**

**SECTION 5 – HOW TO FILE A CLAIM** - is amended to include: In the event a **Breakdown** occurs when the **Administrator's** office is closed, **You** may follow the claim procedures in this Service Contract without prior authorization. Reimbursement will be made to **You** or the **Repair Facility** in accordance with this Service Contract. **SECTION 4 – WHAT THIS SERVICE CONTRACT DOES NOT COVER**– is amended as follows: Parts or components repaired or replaced under this Service Contract will not be excluded. Exclusions #20, 21, 22, and 23 are amended to include: "while the **Vehicle** is owned by **You**." Exclusion #6 is amended to include that preexisting conditions will not be excluded from **Coverage** if such conditions were known or reasonably should have been known by the **Provider** or **Selling Dealer** that sold this Service Contract to **You** on the **Provider's** behalf. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation By Us** is deleted in its entirety and replaced by the following: **We** may cancel this Service Contract at any time for the following reasons: If there has been a material misrepresentation or fraud by **You**; if **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; if while owned by **You**, the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or nonpayment of the **Service Contract Price**. The **Provider** may not cancel this Service Contract for any of the following reasons: pre-existing conditions (unless set forth above), misrepresentation by either the

service company or its subcontractors, or ineligibility for the program, including gray market, high performance, and GM diesel autos. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. The cancellation fee shall be the lesser of fifty dollars (\$50) or ten percent (10%) of the gross amount paid by **You** for this Service Contract. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended to also state: Nothing in this section prevents, limits, or waives **Your** right to file a complaint against **Us** with the AZ Dept. of Insurance. If **You** have questions, complaints, or concerns regarding this Service Contract, **You** may contact the AZ Dept. of Insurance and Financial Institutions at 602-364-2499 or difi.az.gov.

## **Arkansas**

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** - References to "less any claims incurred" are deleted.

## **California**

Bullet #4 in **CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT** is amended to add: "The **Provider** reserves the right to inspect the **Vehicle** within seventy-two (72) hours of the time of the Breakdown." **SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER** - Exclusion #6 is deleted and replaced with the following: **This Service Contract does not cover preexisting conditions.** **SECTION 5 - HOW TO FILE A CLAIM** is amended to add the following: If a **Breakdown** is such that the **Vehicle** is required to be towed and the **Provider** or **Administrator** require **You** to return the **Vehicle** to one of the **Provider's** preferred **Repair Facilities**, **Provider** will cover the cost of towing to the **Repair Facility**. The **Provider** reserves the right to inspect the **Vehicle** in its original condition prior to any diagnosis or repairs being performed and within seventy-two (72) hours of the time of Breakdown. **SECTION 6 - MAINTENANCE REQUIREMENTS** is amended to delete the following: "You may be required to furnish the **Administrator** with proof that the specified services have been performed in accordance with the manufacturer's recommendations. Failure to show proof of servicing/maintenance upon request will result in denial of Coverage." **SECTION 6 - MAINTENANCE REQUIREMENTS** is amended to include that a claim will not be denied on the grounds **You** did not follow the service requirements if (a) **You** did not receive a copy of the Owner's Manual; or (b) **You** tried to obtain a copy through the **Selling Dealer** and/or **Provider** and was unable to obtain one. **SECTION 7 - YOUR RESPONSIBILITIES** is amended to delete the following: "Provider reserves the right to require proof of Your satisfaction of these responsibilities." **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges** is deleted and replaced with: **Cancellation by You** - **You** may cancel this Service Contract by submitting a written request to the **Provider** or **Administrator**. If **You** cancel this Service Contract within the first sixty (60) days from the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made, less claims incurred. No cancellation fee will be assessed during the first sixty (60) days. If **You** cancel this Service Contract after the first sixty (60) days, a refund will be made of the lesser of the pro-rata **Months** remaining, pro-rata **Miles** remaining, or one hundred percent (100%) of the **Service Contract Price**, less claims incurred. A cancellation fee of the lesser of twenty-five dollars (\$25) or ten percent (10%) of the **Service Contract Price** will be assessed after the first sixty (60) days. **Cancellation by Us** - **We** may cancel this Service Contract for any reason within sixty (60) days from the **Service Contract Purchase Date** by mailing written notice to **You** stating the reason for and effective date of cancellation at least five (5) days prior to such effective date. **We** may cancel this Service Contract at any time for **Your** failure to pay the **Service Contract Price** as agreed by mailing written notice to **You** stating the reason for and effective date of cancellation at least five (5) days prior to such effective date. **We** may also cancel at any time due to **Your** material misrepresentation or fraud at the time of sale by mailing written notice to **You** stating the reason for cancellation, the effective date of cancellation, and the specific nature of the misrepresentation at least five (5) days prior to such effective date. If **We** cancel within the first sixty (60) days, a one hundred percent refund (100%) of the **Service Contract Price**, less claims incurred, will be made. If **We** cancel after sixty (60) days, a refund will be made of the lesser of the pro-rata **Months** remaining, pro-rata **Miles** remaining, or one hundred percent (100%) of the **Service Contract Price**, less claims incurred. **SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER** - Exclusion #38 is amended to include that **You** have thirty (30) days within which to repair the broken odometer at the time of the filing of a claim hereunder. If **We** cancel this Service Contract, **We** are liable for any claim reported under **SECTION 5 - HOW TO FILE A CLAIM** if the claim

is reported prior to the effective date of cancellation and is otherwise covered. No cancellation fee will apply in the event of cancellation by **Us**. If this Service Contract is financed and there is a remaining balance under **Your** finance contract, refunds will be paid to the Lienholder. If this Service Contract is canceled by **You**, any refund owed will be paid or credited no more than thirty (30) days following the date the **Provider** or **Administrator** receives the request for cancellation. If this Service Contract is canceled by **Us**, any refund owed will be paid or credited no more than thirty (30) days following the effective date of cancellation by **Us**. **Cancellation by Lienholder** is deleted in its entirety. References to Lienholder cancellation in **Cancellation Process** and **Cancellation Refunds** are deleted. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** is deleted in its entirety and replaced with the following: Performance to **You** under this Service Contract is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: Old Republic Insurance Company, P.O. Box 35008, Tulsa, OK 74153-0008. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the Department's Internet Web site at www.insurance.ca.gov. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (Section 1280). Consumer arbitration rules shall apply. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with the California Code of Civil Procedure, Section 1284.3. The clause, "This **Arbitration Provision** is part of a transaction involving interstate commerce and shall be governed by the FAA, 9 U.S.C. §1 et seq. ("FAA"). An award in arbitration will be final and binding and is enforceable under the FAA by any court having jurisdiction," is deleted in its entirety. The CA VSCP license number for Assured Provider Services, Inc., is 6001586.

#### **Colorado**

**Our** obligations under this Service Contract are guaranteed by a reimbursement insurance policy issued by the **Insurer**. The policy number is T3-0006.

#### **Connecticut**

Customer Acknowledgement and Agreement is amended to include that unresolved complaints may be addressed to the State of CT, Insurance Department P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the **Term** is less than one (1) year, **Coverage** is automatically extended if the **Vehicle** is being repaired when this Service Contract expires. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By You** is amended to include that **You** may cancel this Service Contract if the **Vehicle** is returned or sold, lost, stolen or destroyed.

#### **Florida**

Customer Acknowledgement and Agreement is amended to include that the rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation. The Florida License No. for Assured Provider Services, Inc. is 18-364897212. **SECTION 8 - GENERAL PROVISIONS - 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to state: If this Service Contract is canceled by **You** or the Lienholder within sixty (60) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made, less any claims paid. No cancellation fee will be assessed during the first sixty (60) days. After sixty (60) days, a pro-rata refund will be made based on the unused **Months** or unused **Miles** calculated by multiplying the **Service Contract Price** by the lesser percentage of (i) the unused **Months** compared to the total **Months** of the **Term**, or (ii) the unused **Miles** compared to the total **Miles** of the **Term**, less claims paid, and less a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the unearned pro-rata **Service Contract Price**. **Cancellation By Us** is amended to state: **We** may cancel this Service Contract for any reason within the first sixty (60) days. After sixty (60) days, **We** may only cancel this Service Contract for the following reasons: 1. If there has been a material misrepresentation or fraud at the time of sale; 2. If **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; 3. The odometer has been tampered with or disabled and **You** failed to repair the odometer; or 4. Nonpayment of the **Service Contract Price**, in which case **We** will provide notice of cancellation by certified mail. **SECTION 8 - GENERAL PROVISIONS - 3. Transfer -** is amended to replace the one hundred dollar (\$100) transfer fee with a fee of forty dollars (\$40).

#### **Georgia**

**SECTION 4 – WHAT THIS SERVICE CONTRACT DOES NOT COVER** – is amended

as follows: Exclusion #4 is amended to delete the text: "or the repair facility." Exclusion #6 is amended to state, "**Breakdowns** reasonably known by **You** to have existed prior to, or resulted from a condition which was reasonably known by **You** to have existed prior to the later of..." Exclusion #34 is deleted. Exclusion #35 is amended by removing "sludge." Exclusion #21 is amended to state "modifications made by **You** or with **Your** knowledge." Exclusion #38 is amended to state: "If subsequent to the purchase of this Service Contract, **Your Vehicle's** odometer has been left nonfunctional, tampered with..." **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Process** is amended to state: To cancel, contact the **Provider**. The **Provider** will assist with **Your** cancellation request. If **You** are unable to return to the **Provider**, **You** must provide written notice to the **Administrator**. A copy of **Your** Service Contract must be included with **Your** request for cancellation. **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 thirty (30) days prior to the effective date of cancellation. **Cancellation by Lienholder** is amended to remove, "in the event **You** default on **Your** obligation to the Lienholder or." **Cancellation Refunds** is deleted and replaced with the following: If **You** or the Lienholder cancel this Service Contract within the first thirty (30) days, a one hundred percent (100%) refund will be made. If **You** or the Lienholder cancel this Service Contract within the first thirty (30) days and no claim has been made, this Service Contract will be rendered void by operation of law upon receipt by **Us**. The right to void this Service Contract and receive a full refund where no claim has been made within the first thirty (30) days shall apply only to **You** as the original purchaser and is not transferable. No administrative fee will be assessed within the first thirty (30) days. If **You** or the Lienholder cancel this Service Contract after the first thirty (30) days, a pro-rata refund will be made based on the unused **Months** or unused **Miles** calculated by multiplying the **Service Contract Price** by the lesser percentage of (i) the unused **Months** compared to the total **Months** of the **Term**, or (ii) the unused **Miles** compared to the total **Miles** of the **Term**, less claims paid, and less an administrative fee of the lesser of ten percent (10%) of the unearned pro-rata **Service Contract Price** or fifty dollars (\$50). A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Service Contract to **Us**. If **We** cancel this Service Contract within the first ninety (90) days, a one hundred percent (100%) refund of the **Service Contract Price**, less claims paid, will be made. If **We** cancel this Service Contract after the first ninety (90) days, a pro-rata refund will be made calculated in the manner above, less claims paid. No cancellation fee will be assessed in the event of cancellation by **Us**. The refund 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** Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** is amended to include the following: The **Insurer** shall pay on behalf of the **Provider** all sums which the **Provider** is legally obligated to pay for failure to perform according to the **Provider's** contractual obligations under this Service Contract.

#### **Hawaii**

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and not transferable. If **You** cancel within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Provider** or **Administrator**.

#### **Idaho**

**Coverage** afforded under this Service Contract is not guaranteed by the ID Insurance Guaranty Association. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** - References to "less any claims incurred" are deleted.

#### **Illinois**

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended as follows: The fifty dollar (\$50) cancellation fee is deleted and replaced with a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Price**.

#### **Iowa**

If **You** have any questions regarding **Your** Service Contract, **You** may contact the **Administrator** by mail or by phone. **You** may also contact the IA Insurance



Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **SECTION 1 - DEFINITIONS - "Covered Repair"** 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. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Provider** or the **Administrator**. Cancellations by **You** after the first thirty (30) days are subject to a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Price**.

#### Kentucky

**SECTION 8 – GENERAL PROVISIONS – 3. Transfer and 4. Cancellations, Refunds, and Charges** are amended to state: Transfer and cancellation fees not applicable.

#### Louisiana

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** are the original buyer and **You** cancel this Service Contract within thirty (30) days of the original **Service Contract Purchase Date**, 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 Service Contract to **Us**. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** - is amended to include: This Service Contract is not regulated by the Dept. of Insurance. Any concerns or complaints regarding this Service Contract may be directed to the LA Attorney General.

#### Maine

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to state: If **You** cancel this Service Contract during the first thirty (30) days from the **Service Contract Purchase Date**, and no claim has been incurred, **You** will be refunded one hundred percent (100%) of the **Service Contract Price** and any purchases tax refund required by law. The right to cancel this Service Contract for a one hundred percent (100%) refund of the **Service Contract Price** where no claim has been incurred is not transferable and applies only to the original purchaser of this Service Contract. 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 Service Contract to **Us**. If **You** cancel this Service Contract after the first thirty (30) days from the **Service Contract Purchase Date**, or **You** have incurred a claim within the first thirty (30) days, **You** will be refunded a pro-rated amount calculated based on the unused **Months** or unused **Miles** calculated by multiplying the **Service Contract Price** by the lesser percentage of (i) the unused **Months** compared to the total **Months** of the **Term**, or (ii) the unused **Miles** compared to the total **Miles** of the **Term**, less any claims incurred, and a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Price**, whichever is less. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** is deleted and replaced with the following: Obligations of the **Provider** under this Service Contract are insured under a service contract reimbursement insurance policy issued by Old Republic Insurance Company. If the **Provider** fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the **Service Contract Price**, within sixty (60) days after proof of loss has been filed, **You** are entitled to file a claim directly with Old Republic Insurance Company, at 800-331-3780; P.O. Box 35008, Tulsa, OK 74153-0008.

#### Maryland

**CUSTOMER ACKNOWLEDGMENT AND AGREEMENT** – The statement, "If the manufacturer's **Warranty** has been declared void..." is deleted and replaced with the following: If the **Warranty** is no longer active, this Service Contract does not provide **Coverage** that would have been included thereunder until the end of what would have been the full duration of the **Warranty**. **SECTION 1 - DEFINITIONS - "Breakdown"** is amended to add "**Normal Wear and Tear**" after "defects in material and workmanship." **SECTION 8 - GENERAL PROVISIONS – 1. Service Contract Term** is amended to add: "This Service Contract shall be automatically extended if the **Provider** fails to perform the covered services

hereunder. This Service Contract does not terminate until the covered services are provided in accordance with the terms of this Service Contract." **SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER** is amended to delete Exclusion #34. **SECTION 8 – GENERAL PROVISIONS – 3. Transfer** – is amended as follows: Transfer fee is not applicable. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation By You** is amended to include: The right to cancel within the first thirty (30) days when no claim has been made applies only to **You** as the original buyer and is not transferable. A penalty of ten percent (10%) of the **Service Contract Price** shall be added per month to any refund that is not made within forty-five (45) days of return of this Service Contract to **Us**. **Cancellation By Us** is amended to state: After forty-five (45) days, **We** cannot cancel this Service Contract except: 1. When there exists: a. A material misrepresentation or fraud at the time of purchase of the Service Contract; b. A matter of issues related to the risk that constitutes a threat to public safety; or c. A change in the condition of the risk that results in an increase in the hazard insured against; 2. For non-payment of premium; or 3. Due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver. For any pro-rata cancellation calculated in accordance with **Cancellation Refunds**, **We** shall return any unearned premiums that are due, excluding any expense constant, and administrative fee not to exceed fifty dollars (\$50) in the event of cancellation by **You** only, or any nonrefundable charge filed with and approved by the Commissioner. **SECTION 8 - GENERAL PROVISIONS – 8. Insurance** is amended to include the following: Should **We** fail to pay any claim or refund covered under this Service Contract within sixty (60) days after the claim has been submitted or the cancellation request information is received by **Us**, **You** may file a claim directly with the **Insurer**, at 800-331-3780; P.O. Box 35008, Tulsa, OK 74153-0008.

#### Massachusetts

NOTICE TO CUSTOMER: 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. **SECTION 8 – GENERAL PROVISIONS – 4. CANCELLATION, REFUNDS, AND CHARGES– CANCELLATION PROCESS** IS AMENDED TO ADD: IF **YOU** CANCEL THIS SERVICE CONTRACT, 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 **PROVIDER** OR THE **ADMINISTRATOR**.

#### Michigan

**SECTION 8 – GENERAL PROVISIONS – 1. Service Contract Term** is amended to include: If performance under this Service Contract is interrupted because of a strike or work stoppage at the **Selling Dealer** or **Repair Facility**, the **Term** of this Service Contract shall be extended for the period of the strike or work stoppage.

#### Minnesota

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Provider** or the **Administrator**.

#### Missouri

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: If this Service Contract is canceled by **You** within thirty (30) days from the **Service Contract Purchase Date**, **You** will receive a one hundred percent (100%) refund of the **Service Contract Price**, less claims paid, as applicable. The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** is exclusive to the original buyer and is not transferable. 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 **Provider** or the **Administrator**. No cancellation fee will be assessed in the first thirty (30) days, whether or not **You** have incurred a claim. **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 thirty (30) days of the date of cancellation.

#### Mississippi

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By Us** is amended as follows: **We** may only cancel this Service Contract for the following reasons: 1. Nonpayment of the **Service Contract Price** by **You**; 2. Discovery of fraud or material misrepresentation by **You**; or 3. Substantial breach of duties by **You** related to the **Vehicle** or its use. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to add: The right to cancel this Service Contract within the first thirty (30) days and receive a one hundred percent (100%) refund of the **Service Contract Price** is exclusive to the original buyer and is not transferable. 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 Service Contract to **Us**. The cancellation fee after the first thirty (30) days is limited to the lesser of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Price**. **Cancellation Refunds** is also amended to state: If **We** cancel this Service Contract for any applicable reason, other than nonpayment of the **Service Contract Price**, within ninety (90) days of the **Service Contract Purchase Date**, a one hundred percent (100%) refund of the **Service Contract Price** will be made. If this Service Contract is canceled by **Us** after ninety (90) days, or if **You** have incurred a claim within the first ninety (90) days, **You** will receive a refund of one hundred percent (100%) of the unearned pro-rata **Service Contract Price**, less claims paid. No cancellation fee will be assessed in the event of cancellation by **Us**. All refunds will be paid to **You** or credited to **Your** account. If the **Selling Dealer** is no longer in business **We** will provide any refund due. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** is deleted in its entirety and replaced with the following: This Service Contract is not insurance and is not supported by a manufacturer or distributor; however, **Our** obligations under this Service Contract are guaranteed by a reimbursement insurance policy issued by Old Republic Insurance Company, 800-331-3780; P.O. Box 35008, Tulsa, OK 74153-0008.

#### Nebraska

**SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is removed in its entirety and replaced with the following: Any claim or dispute in any way related to this Service Contract, by a person covered under this Service Contract against **Us** or **Us** against a person covered under this Service Contract, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following: a. No arbitrator shall have the authority to award punitive damages or attorney's fees; b. Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and c. No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

#### Nevada

**CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT** – The statement "If the manufacturer's **Warranty** has been declared void..." is deleted and replaced with the following: If this Service Contract has already been issued and the manufacturer's **Warranty** becomes void during the **Term** of this Service Contract, **We** will not automatically suspend all **Coverage** for any length of time. **We** will not provide any **Coverage** that would have otherwise been provided under the manufacturer's **Warranty**, until the full **Term** of the manufacturer's **Warranty** elapses. However, **We** will continue to provide any other **Coverage** under this Service Contract, unless such **Coverage** is otherwise excluded by the terms of this Service Contract. **SECTION 8 – GENERAL PROVISIONS – 1. Service Contract Term** is amended to include: This Service Contract is not renewable. **SECTION 8 – GENERAL PROVISIONS – 3. Transfer** is amended as follows: The transfer fee is limited to twenty-five dollars (\$25.00). **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By Us** is amended as follows: **Our** right to cancel for any reason is limited to seventy (70) days. **We** may only cancel this Service Contract after seventy (70) days if the **Term** exceeds that time period 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 by **You** in obtaining this Service Contract, or in presenting a claim; 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. **Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. A penalty of ten percent (10%) of the **Service**

**Contract Price** shall apply for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Claims will not be deducted under any circumstances. The cancellation fee in the event of cancellation by **You** after the first thirty (30) days is limited to twenty-five dollars (\$25.00). If **You** are not satisfied with the manner in which **We** are handling a claim on this Service Contract, **You** may contact the Div. of Insurance at (888) 872-3234. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By Lienholder** is deleted and replaced with the following: Only **You** or the **Provider** may cancel this Service Contract.

#### New Hampshire

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** - Cancellation fee is the lesser of ten percent (10%) of the **Service Contract Price** or fifty dollars (\$50). References to "less any claims incurred" are deleted.

#### New Jersey

**THE PRODUCT BEING OFFERED IS A SERVICE CONTRACT AND IS SEPARATE AND DISTINCT FROM ANY PRODUCT OR SERVICE WARRANTY WHICH MAY BE PROVIDED BY THE MANUFACTURER, IMPORTER, OR SELLER. SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: If **You** cancel this Service Contract within the first thirty (30) days, and no claims have been made, a ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days of the cancellation of this Service Contract.

#### New Mexico

**SECTION 8 – GENERAL PROVISIONS – 1. Service Contract Term** is amended to include: This Service Contract is not renewable. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By Us** is amended as follows: **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 relating to or concerning this Service Contract; 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. No cancellation of this Service Contract may become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. **Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If a refund is not paid to **You** within sixty (60) days of cancellation, a penalty of ten percent (10%) of the **Service Contract Price** shall be added to the refund amount per thirty (30) day period, or portion thereof, that the refund remains unpaid. The fifty dollar (\$50) cancellation fee is deleted and replaced with a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the **Service Contract Price**. References to ninety (90) days are deleted and replaced with seventy (70) days in Paragraph 4 therein. If **You** have any questions or concerns regarding the handling of **Your** claim, **You** may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

#### New York

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: If **You** cancel this Service Contract, 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 **Provider** or the **Administrator**.

#### North Carolina

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation By Us** is deleted in its entirety and replaced by the following: If **We** cancel this Service Contract, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. The notice shall state the effective date of and reason for cancellation. **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 by **You**; or nonpayment of the **Service Contract Price**. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. The fifty

dollar (\$50) cancellation fee is deleted and replaced with a cancellation fee of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund amount, whichever is less.

#### **Oklahoma**

The OK Service Warranty License Number for Assured Provider Services, Inc., is 504823882. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.** Oklahoma service warranty statutes do not apply to commercial use referenced in service warranty contracts. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** - is amended to replace the fifty dollar (\$50) cancellation fee with a cancellation fee of the lesser of fifty dollars (\$50) or ten percent (10%) of the pro-rata refund. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the **Parties**, and either **Party** shall, following arbitration, have the right to reject the award and bring suit in a court of competent jurisdiction.

#### **Oregon**

**SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended to also state: If claim settlement cannot be reached, the **Parties** may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by **Your** consent. Arbitration must occur in Oregon and according to Oregon law. **Your** right to a jury trial cannot be denied or restricted.

#### **South Carolina**

In the event of a dispute with the **Provider** of this Service Contract, **You** may contact the SC Dept. of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or by phone at (800) 768-3467. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. 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 **Provider** or the **Administrator**.

#### **Texas**

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the TX Dept. of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202. The **Administrator's** TX License No. is 266. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: This Service Contract is cancellable by **You** at any time. If **You** or the Lienholder 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 one hundred percent (100%) refund of the **Service Contract Price** will be made. If **You** have incurred a claim within the first thirty (30) days, **You** will receive a one hundred percent (100%) refund, less claims paid. No cancellation fee will be assessed in the first thirty (30) days, whether or not **You** have incurred a claim. After thirty (30) days, a pro-rata refund will be made based on the unused **Months** or unused **Miles** calculated by multiplying the **Service Contract Price** by the lesser percentage of (i) the unused **Months** compared to the total **Months** of the **Term**, or (ii) the unused **Miles** compared to the total **Miles** of the **Term**, less claims paid. In instances of cancellation by **You**, all refunds must be paid within forty-five (45) days after the date notice of cancellation is received or **We** shall pay a ten percent (10%) per month penalty in addition to the refund due to **You**. The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made, or a one hundred percent (100%) refund less claims paid when a claim has been made, is exclusive to the original buyer and is not transferable.

#### **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 UT Insurance Dept. To file a complaint, contact the UT Insurance Dept. **SECTION 5 – HOW TO FILE A CLAIM – Emergency Repair Process** is amended to include: Utah residents are not limited to filing claims within thirty (30) days for consideration. Failure to give any notice or file any proof of loss required by this Service Contract within the time

specified in this Service Contract does not invalidate a claim made by **You**, if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. If an emergency occurs which requires a Covered Repair to be made at a time when the Administrator's office is closed and prior authorization cannot be obtained, **You** should follow the claim procedures outlined in this Section, with the exception of obtaining prior authorization from the Provider or Administrator. After following these instructions, contact the Administrator for claims instructions on the next business day. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation By Us** is deleted in its entirety and replaced by the following: **We** may cancel this Service Contract for any reason within sixty (60) days of the **Service Contract Purchase Date**. After sixty (60) days, **We** may only cancel this Service Contract for the following: 1. nonpayment of premium; 2. material misrepresentation; and/or 3. 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. If **We** cancel this Service Contract for any reason after the **Service Contract Purchase Date**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. This notice shall state the effective date of and reason for cancellation. **Cancellation By Lienholder** is deleted in its entirety and replaced by the following: If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund. This Service Contract is not renewable. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended to include: 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.

#### **Vermont**

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation By Us** is amended as follows: If **We** cancel this Service Contract for nonpayment of the **Service Contract Price**, **We** will send **You** a notice by certified mail fifteen (15) days prior to the date of cancellation with the reason for cancellation. If **We** cancel this Service Contract for any other permitted reason, **We** will send **You** a notice by certified mail forty-five (45) days prior to the date of cancellation with the reason for cancellation.

#### **Virginia**

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

#### **West Virginia**

The cancellation fee does not apply in WV. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended to also state: If both **Parties** agree to arbitrate, each **Party** will select an arbitrator. The two (2) arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both **Parties** must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by **Us** if **Coverage** is found to exist. If **Coverage** is not found, each **Party** will: (a) pay its chosen arbitrator, and (b) bear the other expenses of the third arbitrator equally.

#### **Washington**

**SECTION 6 - MAINTENANCE REQUIREMENTS** - is amended to add that **We** cannot deny a claim for **Coverage** based on **Your** failure to maintain the **Vehicle** properly unless the failure to maintain the **Vehicle** involved the failed part or parts. **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges – Cancellation By Us** is deleted in its entirety and replaced with: “**We** may cancel this Service Contract for material misrepresentation, fraud, or non-payment of the **Service Contract Price** by the **Selling Dealer** to **Us**. References to cancellation fee throughout this Service Contract shall be limited to a fee of twenty-five dollars (\$25.00). **SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to replace thirty (30) days with sixty (60) days in Para 2. therein and to include the following statement: The right to cancel this Service Contract within the first sixty (60) days from the



**Service Contract Purchase Date** when no claim has been made and receive a full refund is exclusive to the original contract holder and is non-transferable. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of the return of this Service Contract to **Us**. **SECTION 8 – GENERAL PROVISIONS – 8. Insurance** is deleted in its entirety and replaced with the following: **Our** obligations under this Service Contract are guaranteed by a reimbursement insurance policy issued by Old Republic Insurance Company, Policy Number: T3-46-0433. **You** may file a claim directly with Old Republic Insurance Company at 800-331-3780, P.O. Box 35008, Tulsa, OK 74153-0008, at any time. **SECTION 8 – GENERAL PROVISIONS – 9. Arbitration Provision** is amended to include the following: The Insurance Commissioner of WA is **Our** attorney to receive service of process in any action, suit or proceeding in any court, and the state of WA has jurisdiction of any civil action in connection herewith. Arbitration shall be held at a location in close proximity to **Your** permanent residence in WA.

#### Wisconsin

**THIS SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. SECTION 4 - WHAT THIS SERVICE CONTRACT DOES NOT COVER** - is amended as follows: Exclusion #6 is amended to state, "**Breakdowns** reasonably known by **You** to have existed prior to, or resulted from a condition which was reasonably known by **You** to have existed prior to the later of..." **SECTION 5 - HOW TO FILE A CLAIM - Emergency Repair Process** is amended as follows: The thirty (30) day time period for filing a claim after **Damage** is deleted and replaced with as soon as reasonably possible. **SECTION 8 - GENERAL PROVISIONS - 4. Cancellation, Refunds, and Charges - Cancellation By You** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Selling Dealer** or the **Administrator**. **Cancellation By Us** is deleted in its entirety and replaced by the following: If **We** cancel this Service Contract, **We** will mail **You** written notice at least five (5) days prior to cancellation. The cancellation notice shall state the reason for and effective date of cancellation. **We** may cancel this Service Contract: If there has been a material misrepresentation or fraud by **You**; if **You** do not pay the **Service Contract Price**; or for substantial breach of duties by **You** relating to the use of the covered **Vehicle**. **Cancellation Refunds** is amended as follows: The fifty dollar (\$50) cancellation fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount, whichever is less. In the event **Your Vehicle** is declared a total loss after the first thirty (30) days, **You** may cancel the Service Contract and receive a pro-rata refund of the **Service Contract Price**, less any claims paid. No administrative fee will be charged. **SECTION 8 - GENERAL PROVISIONS - 7. Subrogation/Rights of Recovery** is amended as follows: **You** will be made whole before **We** retain any amount **We** may recover.

#### Wyoming

**SECTION 8 – GENERAL PROVISIONS – 4. Cancellation, Refunds, and Charges - Cancellation Refunds** is amended to include: The right to cancel this Service Contract within the first thirty (30) days from the original **Service Contract Purchase Date** and receive a one hundred percent (100%) refund of the **Service Contract Price** when no claim has been made is exclusive to the original buyer and is not transferable. If **You** cancel this Service Contract within thirty (30) days of the **Service Contract Purchase Date** and **You** have not incurred a claim, 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 **Provider** or the **Administrator**. If this Service Contract is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Information Schedule) to receive the refund. **Cancellation Refunds** is amended as follows: The sentence "All refunds will be paid to the Lienholder if any, otherwise to **You**." is revised to read "All refunds will be made payable to the Lienholder and **You**."

## 10 - LIENHOLDER AMENDMENTS

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

If the Lienholder on the Information Schedule is ALLY FINANCIAL or ONEMAIN FINANCIAL:

**SECTION 1 - DEFINITIONS** - "**Provider**," "**We**," "**Us**," and "**Our**" is amended to replace "Guaranteed Provider Services, Inc." and "Secure Provider Services, Inc.," with "DOWC Provider Services, LLC."

**SECTION 6 - GENERAL PROVISIONS - 8. Insurance** is amended to state that obligations of the **Provider**, including **Selling Dealer**, under this Service Contract are underwritten by an insurance policy issued by the **Insurer** in all states\* pursuant to the terms and conditions set forth in this Subsection 8.

**\*IN Residents Only:** Your proof of payment to the **Selling Dealer** for this Service Contract shall be considered proof of payment to the **Insurer**, which guarantees **Our** obligation to **You**.

**\*MA Residents Only:** FOLLOW THE INFORMATION AND PROCEDURE SET FORTH IN **SECTION 8 - GENERAL PROVISIONS - 8. INSURANCE** TO FILE A CLAIM WITH THE **INSURER**.

**\*MO Residents Only:** A claim against the **Provider** may also include a claim for return of the unearned **Service Contract Price**. If a refund is not paid or credited to **Your** account within sixty (60) days after **Your** request for refund has been made, **You** may file a claim directly with the **Insurer**.

**\*NH Residents Only:** If **You** are not satisfied with the **Insurer's** response, **You** may contact the NH Department of Insurance, 21 Fruit Street, Concord, NH 03301, 1-603-271-2261.

**\*NY Residents Only:** If the **Provider** fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, **You** are entitled to make a claim directly against the **Insurer** under the Service Contract Reimbursement Policy.

**\*OH Residents Only:** "Claim" is amended to include any "claim" for refunds.

**\*TX Residents Only:** **You** may request cancellation refund reimbursement directly from the **Insurer** if a refund is not paid before the forty-sixth (46th) day after this Service Contract is cancelled.

Privacy Notice: We may collect non-public personal information we receive from you on our forms and other documents, such as name, address, lienholder, contract coverage, pricing, terms, vehicle information, and vehicle identification number. We may disclose some or all of the information we collect as described to non-affiliated third parties in connection with the administration, processing, servicing, or payment of your contract. We do not disclose non-public personal information to anyone else, except as permitted by law. We protect your non-public personal information from unauthorized access, alteration, disclosure, or destruction by maintaining physical, electronic, and procedural safeguards that comply with federal regulations. We restrict access to your personal information to employees, agents, and third-parties who require such information in order to process it. Any individual provided access to your information is subject to confidentiality requirements and will be disciplined, terminated, or subject to other legal process if they fail to meet such requirements.