YOU (Customer) whose signature appears below, understand, acknowledge and agree that: (1) the information contained above is, to the best of YOUR knowledge, true and correct; (2) authorization from the ADMINISTRATOR must be received before any repairs or replacements are performed pursuant to this CONTRACT; (3) to maintain the covered VEHICLE in accordance with the manufacturer’s stated periodic maintenance recommendations and this CONTRACT’S requirements and keep all receipts of such service (see section B. “YOUR RESPONSIBILITIES”); and (4) by providing YOUR email address and phone number on page 1 of this CONTRACT, YOU agree to receive electronic communications from US or OUR affiliate (WE do not disclose information about OUR customers to anyone, except as YOU authorize or as permitted by law).

Purchase of this coverage is optional and is not required to obtain financing or to register a motor vehicle. This is not an automobile liability insurance contract. This CONTRACT contains an arbitration provision (see section N. “ARBITRATION PROVISION”). YOU may access and print YOUR CONTRACT ID card on OUR website at www.gwcwarranty.com/mygwc. ID cards may take up to 60 days from the CONTRACT PURCHASE DATE to become available for print and will be available throughout the CONTRACT TERM.

NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION E. ISSUING PROVIDER/OBLIGOR AND ADMINISTRATOR: GWC Warranty Corporation – P.O. Box 7900, Wilkes-Barre, PA 18773-7900 1.844.230.8725  |  Fax: 1.888.840.7883  |  gwcwarranty.com
COVERAGE

POWERTRAIN PLUS

COVERAGE LEVEL includes the following specific vehicle components in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions and exclusions (see section C. “WHAT IS NOT COVERED” of this CONTRACT):

ENGINE: All internal, lubricated parts; camshaft & bearings; connecting rods & bearings; crankshaft & bearings; cylinder block; main bearings; distributor shaft; exhaust manifold; intake manifold; oil pump; gears & pick-up screen; pistons, piston rings & wrist pins; timing chain & gears; timing belt; cylinder heads; exhaust valves; intake valves; valve springs & retainers; push rods, rocker arms & shafts; hydraulic & solid lifters; cylinder head gaskets; intake manifold gaskets. All other seals & gaskets are covered only when required as part of an otherwise covered repair.

TRANSMISSION (AUTOMATIC): All internal, lubricated parts; torque converter; lock-up converter; gears & shafts; bearings; bushings; bands; friction & steel clutch plates; steel drums; pump; servo unit; valve body & plate; governor.

TRANSMISSION (MANUAL): All internal, lubricated parts; bearings; bushings; gears; shafts; synchronizers; spacers; main drive gear; main shaft; shift forks; synchronizer drums; overdrive housing.

4 WHEEL & ALL WHEEL DRIVE: All internal, lubricated parts; transfer case; bearings; bushings; chains; gears; sleeves; sprockets.

DRIVE AXLE: All internal, lubricated parts; drive axle housing; ring & pinion gears; spider gears & side gears; bearings; bushings; spacers; yokes; axle shafts; driveshafts; carrier bearing; universal joints; center support bearing; cv joints (provided the boots are not torn or damaged.)

HYBRID (surcharge applies): Electric motor; inverter assembly; generator assembly; electric transmission.

AIR CONDITIONING: Compressor, compressor clutch; accumulator; dryer/receiver; condenser; evaporator.

BRAKES: All internal, lubricated parts of the hydraulic system including the master cylinder; vacuum power assist booster & valve; hydro booster; disc brake calipers; wheel cylinders; steel brake lines & hoses.

COOLING: Radiator; water pump; thermostat; and mechanical fan & fan clutch.

ELECTRICAL: Alternator; electric horn; front wiper motor; rear wiper motor; rear defroster switch; starter motor; drive assembly & solenoid; voltage regulator.

FLUIDS: As required as part of a covered repair.

STEERING: Power steering pump; rack & pinion; steering gear box.

SUSPENSION: Upper & lower ball joints; leaf & coil springs; spindles.

TURBOCHARGER/ SUPERCHARGER: All internal, lubricated parts; housing; waste gate; vanes; shafts & bearings.

TAXES: State & local taxes, where applicable.

ADDITIONAL BENEFITS: Rental Car/Substitute Transportation; Trip Interruption; Roadside Assistance (see ADDITIONAL BENEFITS section on page 3 for more information.)

ESSENTIAL

COVERAGE LEVEL includes Powertrain Plus components as well as the following additional specific vehicle components in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions and exclusions (see section C. “WHAT IS NOT COVERED” of this CONTRACT):

ABS: Electronic control processor; pressure modulator valve; isolation dump valve; accumulator; wheel speed sensors; hydraulic pump; motor assembly.

COOLING: Electric radiator fan motor; coolant recovery container.

HI-TECH ELECTRICAL: Fuel pump; power antenna motor; power door lock actuators & switches; power mirror motors & switches; power seat motors & switches; power sunroof motor; power convertible top motor; power window motors, regulators & switches.

DRIVE AXLE: All internal, lubricated parts; drive axle housing; ring & pinion gears; spider gears & side gears; bearings; bushings; spacers; yokes; axle shafts; driveshafts; carrier bearing; universal joints; center support bearing; cv joints (provided the boots are not torn or damaged.)

HYBRID (surcharge applies): Hybrid cooling fan & radiator; PDU unit & converter; power control module.

COMPREHENSIVE

COVERAGE LEVEL includes Powertrain Plus, Essential and Sensor Package components, as well as the following additional specific vehicle components in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions and exclusions (see section C. “WHAT IS NOT COVERED” of this CONTRACT):

ENGINE: Engine mounts; timing belt tensioner; timing & valve covers; transmission mounts; flywheel/flex plate; harmonic balancer.

AIR CONDITIONING: Expansion valve; orifice tube; POA valve; compressor mounting brackets.

BRAKES: Pressure differential switch; parking brake control pedal/lever; backing plates; vacuum booster pump.

COOLING: Heater core; serpentine belt tensioner; bearing & pulley; heater blower motor; blower motor resistor; blower motor switch; heater control valve; radiator shroud & brackets.

ELECTRICAL: Power trunk release, trunk pull down motor; neutral safety switch; stop lamp brake switch; washer fluid pump & pump switch; alternator bracket & pulley; electric horn button; emergency warning flasher switch; headlamp switch, headlamp dimmer switch; ignition coil, ignition coil pack; ignition distributor; interior light switches; all manually operated switches; rear window heating elements; turn signal switch; wiper module & delay switch; idle air control motor (IAC); idle air control valve (IAC).

STEERING: Idler arm; pitman arm; center link, drag link & bushings; power steering pump pulley; mounting brackets & reservoir; tie rods, tie rod ends & sleeves; main & intermediate steering shaft pivot joint.

SUSPENSION: Control arm bushings & shafts; stabilizer bar, links & bushings; steering knuckles; strut bars & bushings; rigid beam axle; air suspension compressor; spindle supports; torsion bars, mounts & bushings.

SENSORS/ACTUATORS: Throttle position sensor (TPS); throttle drive actuator.

FUEL SYSTEM: Injectors; metering valve/pressure regulator; lines & fittings; fuel gauge sending unit; fuel tank.

INTERIOR/EXTERIOR: Hood latch & cable; door locks, handles & hinges; trunk lock & hinges; trunk & hood gas lift cylinders; seat adjuster springs; washer fluid exit ports; glove box lock.

ADDITIONAL BENEFITS: Rental Car/Substitute Transportation; Trip Interruption; Roadside Assistance (see ADDITIONAL BENEFITS section on page 3 for more information.)

ADDITIONAL COVERAGE OPTION:

- TECHNOLOGY PACKAGE (surcharge applies on Comprehensive Plans): AIR CONDITIONING: Control cables; ducts & plenum doors; electronic climate control head.
- ELECTRONICS: AM/FM radio; cassette & CD player; cruise control servo/actuator; heated seat elements; power seat processor/module; power seat relays; power window relays; taillight lift motor; SENSORS: Camshaft position sensor; crankshaft position sensor; fuel injector sensors; spark control detonation (knock) sensor; coolant temperature sensor; coolant level sensor; engine air intake temperature sensor; power seat sensors; suspension sensors; transmission & transaxle sensors; transmission shift control sensor; vehicle speed sensor.
- STEERING: Steering column module. SUSPENSION: Control module/proessor; electronic & variable suspension struts.
- POWERTRAIN: Transfer case control module; powertrain control module (PCM); engine control unit (ECU); transmission control unit (TCU).
- LUXURY PACKAGE (surcharge applies, available on Comprehensive and Exclusionary Plans): Factory installed navigation display unit; navigation control module; navigation antenna; proximity pass key & sensor; back-up camera, sensors & alarm; blind spot sensors; lane departure warning sensors; intelligent cruise control sensors & control module; dvd players; voice-activated command receiver & module; phone/bluetooth system module & receiver/microphone.
MANDATORY SURCHARGES

Coverage shall only be provided as set forth in this section if the respective boxes for “LIFT KIT (UP TO 6”)” and/or “COMMERCIAL” are checked in the MANDATORY SURCHARGES section of page 1 of this CONTRACT.

LIFT KIT (UP TO 6")

If YOUR VEHICLE has a leveling kit or suspension lift kit that was installed by a licensed repair facility (up to 6”), with a maximum tire size not to exceed 2” taller than the VEHICLE’S tallest factory height option for that VEHICLE when originally manufactured, this surcharge will extend coverage to the other covered components listed herein per the COVERAGE LEVEL selected on page 1 of this CONTRACT. This optional surcharge will not provide coverage for the lift or leveling kit components themselves, nor any subsequent damage to otherwise covered components resulting specifically from those modifications as determined solely by the ADMINISTRATOR. Coverage shall only be provided if the “LIFT KIT (UP TO 6”)” box is checked in the MANDATORY SURCHARGES section of page 1 of this CONTRACT.

COMMERCIAL

If YOUR VEHICLE is used for COMMERCIAL PURPOSES, this surcharge will extend coverage to the covered components listed herein per the COVERAGE LEVEL selected on page 1 of this CONTRACT. This surcharge will not extend coverage for use of the VEHICLE for livery (for rent or for hire unless used for RIDESHARE SERVICES), snow plowing, emergency, taxi or police usage. Coverage shall only be provided if the “COMMERCIAL” box is checked in the MANDATORY SURCHARGES section of page 1 of this CONTRACT.

ADDITIONAL BENEFITS

RENTAL CAR/SUBSTITUTE TRANSPORTATION

This CONTRACT provides reimbursement for actual expenses incurred (excluding tips, fuel, collision damage waiver and optional insurance charges) if YOU must use SUBSTITUTE TRANSPORTATION due to the FAILURE of a mechanical part covered by this CONTRACT up to the maximum daily rate of $50, not to exceed 5 days or $250 total per repair visit. The number of days where Rental Car/Substitute Transportation reimbursement will be allowed is determined by the FAILURE and the reasonable time to repair that FAILURE, which may include parts delay. Reimbursement is applicable to the following: rental car, RIDESHARE SERVICES or taxi service. In addition, Rental Car/Substitute Transportation will be eligible for reimbursement made for all FAILURES covered by the manufacturer’s warranty and not otherwise excluded by this CONTRACT.

TRIP INTERRUPTION

This CONTRACT provides reimbursement up to $750, not to exceed $250 per day for meals and lodging costs incurred by YOU between the date of a covered MECHANICAL BREAKDOWN or FAILURE, including those covered under a manufacturer’s warranty that are not otherwise excluded by this CONTRACT, and the date repairs of the covered MECHANICAL BREAKDOWN or FAILURE are completed. Reimbursement is only applicable when the covered MECHANICAL BREAKDOWN or FAILURE disables YOUR VEHICLE and YOU are required to remain overnight more than 50 miles from YOUR home address while covered repairs are completed.

ROADSIDE ASSISTANCE

This CONTRACT provides Roadside Assistance benefits. YOUR Roadside Assistance benefits, up to a $100 per occurrence maximum, include the following services: 24-hour toll-free emergency dispatch; emergency towing, even if required for something other than a MECHANICAL BREAKDOWN or FAILURE; Battery Jump-Start; Fuel Delivery; Flat Tire Service; Lockout Service; Tire Changes (with YOUR inflated spare); Vehicle Fluid Delivery (cost of fluids excluded); Lockout Assistance (cost of key cutting/replacement excluded). All service fees exceeding this maximum benefit are YOUR responsibility. To request ROADSIDE ASSISTANCE benefits, call 1-844-230-8725. Services are not available in areas where state law prohibits the use of third-party roadside assistance providers.
TERMS & CONDITIONS

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS AND DEFINITIONS. NO PERSON HAS THE AUTHORITY TO CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE CUSTOMER NAMED HEREIN AND APPLIES ONLY TO THE VEHICLE DESCRIBED ON PAGE 1 OF THIS CONTRACT.

DEFINITIONS

ADMINISTRATOR: means the purchaser of this CONTRACT.

BASIC MANUFACTURER WARRANTY: means the warranty under which YOUR VEHICLE’S manufacturer describes most vehicle components as covered for a specific period of time or mileage, beginning on the original IN-SERVICE DATE and at zero (0) miles. A BASIC MANUFACTURER WARRANTY may be referred to as a “New Vehicle Limited Warranty,” its coverage may vary by manufacturer, and/or it may be titled differently.

COMMERCIAL PURPOSES: means a car service where a person arranges for transportation via a privately-owned vehicle, including but not limited to pick-up and delivery service, company pool use, or business travel when the vehicle is used by more than one driver, for government purposes, deliveries, service or repair calls, route work, job site activities, construction, farming, ranching, hauling or for RIDESHARE SERVICES.

CONTRACT, YOUR CONTRACT: means this Vehicle Service Contract. It is a CONTRACT between YOU and US.

CONTRACT PURCHASE DATE: means the date that YOU purchased this CONTRACT.

DEDUCTIBLE: means the portion that YOU must pay per visit for a covered repair, as set forth in the INFORMATION section on page 1 of this CONTRACT. The DEDUCTIBLE does not apply to the ADDITIONAL BENEFITS set forth in the COVERAGE section of this CONTRACT.

FLAT CANCELLATION: means OUR cancellation of this CONTRACT for a 100% refund of the Contract Retail Price upon its return to the ADMINISTRATOR within 30 days of the CONTRACT PURCHASE DATE when no claim has been authorized or paid prior to its return.

IN-SERVICE DATE: means the date the VEHICLE was first put into service or made available for use at the time of its original retail sale, lease, etc.; not necessarily the date YOU purchased YOUR VEHICLE.

MECHANICAL BREAKDOWN or FAILURE: means the inability of any covered part(s) to perform the function(s) for which it was designed due to defects in material or workmanship of that covered part. MECHANICAL BREAKDOWN does not include the gradual reduction in operating performance due to normal wear and tear, where a FAILURE has not occurred. The manufacturer has established tolerances for the express purpose of defining FAILURE and serviceability. When specifications exceed these manufacturer’s tolerances, a FAILURE will be considered to have occurred.

POWERTRAIN MANUFACTURER WARRANTY: means the warranty under which YOUR VEHICLE’S manufacturer describes certain powertrain vehicle components as covered for a specific period of time or mileage beginning on the original IN-SERVICE DATE and at zero (0) miles. A POWERTRAIN MANUFACTURER WARRANTY may be referred to as a “Powertrain Limited Warranty,” its coverage may vary by manufacturer, and/or it may be titled differently.

RIDESHARE SERVICES: means a car service where a person arranges for transportation via a privately-owned vehicle, e.g., Uber, Lyft.

SELLER: means the entity from whom YOU purchased this CONTRACT.

VEHICLE, YOUR VEHICLE: means the VEHICLE described on page 1 of this CONTRACT.

WE, US, OUR: means the Issuing Provider/Obligor of this CONTRACT.

YOU, YOUR: means the purchaser of this CONTRACT.

A. OUR RESPONSIBILITIES

WE agree to repair, replace, or reimburse YOU for the reasonable cost to repair or replace, any of the parts covered in this CONTRACT due to a MECHANICAL BREAKDOWN or FAILURE less the DEDUCTIBLE (if applicable) subject to the terms, conditions and exclusions set forth herein.

B. YOUR RESPONSIBILITIES

YOU must have YOUR VEHICLE serviced as recommended by the VEHICLE manufacturer. If requested, proof of required service including verifiable receipts showing date and mileage of the VEHICLE at the time of service must be presented in order to have repairs begun on YOUR VEHICLE. Service within 1,000 miles and/or 30 days of the manufacturer’s recommended interval shall be considered compliant under the terms of this CONTRACT.

Upon customary and reasonable notice of the occurrence of a MECHANICAL BREAKDOWN or FAILURE, YOU shall protect the VEHICLE from further damage, whether or not such MECHANICAL BREAKDOWN or FAILURE is covered by this CONTRACT. Any operation of the VEHICLE that results in further damage, related to the original MECHANICAL BREAKDOWN or FAILURE, shall be considered YOUR failure to protect the VEHICLE and shall not be covered under this CONTRACT. YOU are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving the VEHICLE. YOU are required to safely pull YOUR VEHICLE off the road and shut off the engine immediately when either of these lights/gauges indicates a problem.

YOU must give YOUR authorization to the licensed repair facility for teardown to diagnose a problem.

C. WHAT IS NOT COVERED

1. This CONTRACT does not provide coverage for MECHANICAL BREAKDOWN or FAILURE:
   a. When repairs or replacements are performed without prior authorization;
   b. Caused by negligence, improper previous repair, misuse or abuse;
   c. Related to any of the ADDITIONAL COVERAGE OPTIONS when the applicable box in the ADDITIONAL COVERAGE OPTIONS section of page 1 of this CONTRACT has not been checked;
d. Of parts listed as covered by the POWERTRAIN MANUFACTURER WARRANTY if WRAP is checked in the COVERAGE TYPE section on page 1 of this CONTRACT;

e. Covered by warranty, repairer's guarantee, service contract or other insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including such entity or person providing the warranty, repairer's guarantee, service contract or other insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;

f. Of any part(s), component(s) or repair(s) described as covered by the manufacturer, distributor or importer's warranty for the term and mileage of such coverage at the time of first retail sale, regardless of whether such warranty for part(s), component(s) or repair(s): can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or such entity makes an assignment for the benefit of creditors;

g. If YOUR VEHICLE has a leveling kit or suspension lift kit that was installed by a licensed repair facility (up to 6”), with a maximum tire size not to exceed 2" taller than the VEHICLE'S tallest factory height option for that VEHICLE when originally manufactured or is used for COMMERCIAL PURPOSES of any kind, unless the respective box(es) are checked in the MANDATORY SURCHARGES section of page 1 of this CONTRACT;

h. If COMMERCIAL is checked in the MANDATORY SURCHARGES section of page 1 of this CONTRACT and YOUR VEHICLE is used for COMMERCIAL PURPOSES in a manner which is not included in that coverage;

i. If YOUR VEHICLE is used for racing on or off road; competition; speed contests or trials whether alone or with other participants, timed or not; racetrack or course events of any kind in which YOUR VEHICLE is operated in a manner inconsistent with ordinary passenger use and/or which would not be lawfully permitted on a public roadway;

j. If YOUR VEHICLE is used for towing a trailer in excess of 2,000 lbs., unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer’s specifications;

k. Where it is determined that, for more than 1 month or 1,000 miles, the odometer has been inaccurate, inoperative or altered so that the VEHICLE'S true mileage cannot be verified;

l. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors;

m. That is reasonably determined by the ADMINISTRATOR to have occurred prior to the CONTRACT PURCHASE DATE or as reported after this CONTRACT has expired;

n. Caused by a lack of maintenance, such as maintenance of the constant velocity joint boot, timing belt and brake pads (see maintenance requirements in section B. “YOUR RESPONSIBILITIES”);

o. Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lighting, earthquake, windstorm, hail, volcanic eruption, water or flood;

p. Of any part damaged by fire, regardless of cause;

q. Arising out of the FAILURE of an otherwise covered part whose FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/or alterations to the VEHICLE. (Examples: over or undersized tires or rims, exhaust or intake system modifications, ignition or fuel system modifications, suspension or steering system modifications);

r. Due to continued operation and failure to protect the VEHICLE from further damage caused by lack of necessary coolants or lubricants;

s. Of a covered part damaged by a non-covered part;

t. Of a covered part that is damaged by or as a result of varnish, sludge, fuel or lubricant contamination, rust or corrosion, regardless of cause;

2. Any damages resulting from pre-ignition or detonation, regardless of cause;

3. Repairs or replacements of any parts or components that are not installed by the vehicle manufacturer at the time of original vehicle assembly, regardless of cause;

4. INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE;

5. Storage and freight charges;

6. The cost of teardown, disassembly or assembly if coverage cannot be applied;

7. Diagnostic and/or teardown procedures that are not listed, and are in excess of the times listed, in the current AllData Labor Guide as determined by the ADMINISTRATOR in conjunction with a covered repair;

8. Adjustments necessary to correct squeaks, rattles, water leaks or wind noise;

9. Maintenance/Parts:

a. Parts and maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires & connectors, glow plugs, distributor cap & rotor, fuses, fusible links & circuit breakers, filters, brake pads, brake shoes, brake linings, brake rotor, suspension alignment, belts and wiper blades;

b. Unless required as part of a covered repair - adjustments, lubricants, coolants and fluids;

c. Other maintenance services and parts described in the manufacturer's maintenance schedule for the VEHICLE are excluded from coverage under this CONTRACT;

10. Other parts/procedures not covered (unless applicable COVERAGE LEVEL and/or ADDITIONAL COVERAGE OPTION is checked on page 1 of this CONTRACT):

a. Replacement or repair costs of manual transmission clutch components & release bearing; brake drums, shoes, rotors & pads; exhaust system & emission components, including but not limited to muffler(s), tailpipe(s), connecting pipe(s) or tubing, hangers, catalytic converter; expansion/venti lation plugs; safety & stability restraint systems; all hoses; nuts, bolts, studs, clamps, fasteners, retainers, etc.; shock absorbers & struts; body parts & mounts, bumpers, bright metal, sheet metal & moldings, panels, chassis frame, glass, mirror glass, paint, ornamentation moldings, body seals and gaskets (e.g., weather stripping); charges for shop supplies; and process waste disposal;

b. Audio system wiring & speakers, intelligent & laser cruise control components; near object avoidance systems; sealed beams, light bulbs & lenses, LEDs; DVD player & video system components; telephones & bluetooth components; navigation system components & hybrid system components; electrical cables, battery cable(s), wires, wiring harnesses; drive belts; filters; batteries; air conditioning lines and hoses;

c. Interior appliances, carpets, trim, and upholstery and cup holders;

d. Convertible tops, glass, plastic, and seals; and convertible and sunroof assembly including framing and/or cables;

e. Tires & wheels, wheel covers; wheel alignment unless required as part of a Covered Repair; and tire balance;

11. Additional loss or damage which is occasioned by YOUR or the operator's failure to use all reasonable precautions to protect the VEHICLE from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred;

12. Any costs if verifiable receipts as required in section B. “YOUR RESPONSIBILITIES” and in section E. “HOW TO OBTAIN SERVICE” are not furnished upon request;

13. The repair of valves and/or rings for the purpose of raising the
engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred; and
14. Any VEHICLE determined to be a previous flood or salvage vehicle or on which the title to the VEHICLE has been altered or "washed," regardless of when such determination is made.

D. COVERAGE LIMITS
Coverage shall be limited to the reasonable price for repair or replacement of any covered part, as determined by the ADMINISTRATOR, not to exceed the manufacturer's suggested retail price. Labor charges for repair or replacement are based upon the current AllData Labor Guide and hourly rates shall be within accepted industry standards, as determined by the ADMINISTRATOR. Replacement may be made with parts of like kind and quality, when available, and may be new, remanufactured, rebuilt, non-original manufacturer's parts, exchanged or serviceable used components as are customarily used in the automobile industry and approved by the ADMINISTRATOR.

In no event will the coverage for each MECHANICAL BREAKDOWN or FAILURE, under this CONTRACT, exceed the "Clean Retail Value" of the VEHICLE established by NADA (Official Used Car Guide) at the time immediately preceding the MECHANICAL BREAKDOWN or FAILURE. Additionally, the total of all benefits payable shall never exceed the "Clean Retail Value" of the VEHICLE as established by NADA (Official Used Car Guide) on the CONTRACT PURCHASE DATE. In the event the aggregate coverage limit set forth in this paragraph is exceeded, the Contract Retail Price shall be deemed fully earned and no future coverage will be available.

E. HOW TO OBTAIN SERVICE
1. In the event of MECHANICAL BREAKDOWN or FAILURE, YOU must first call the ADMINISTRATOR at 1-844-230-8725 to obtain prior authorization, which shall be verified by issuance of an authorization code, before any repairs are performed pursuant to this CONTRACT.
   a. Have YOUR CONTRACT number, mileage and date of FAILURE ready for the ADMINISTRATOR.
   b. Have the authorized service representative contact the ADMINISTRATOR.
   c. Upon OUR request, YOU must allow the ADMINISTRATOR to inspect YOUR VEHICLE to gather necessary information regarding any claim.
   Once YOU have received prior authorization from the ADMINISTRATOR, YOU may then take YOUR VEHICLE to any licensed repair facility. In the event of a MECHANICAL BREAKDOWN or FAILURE outside of the ADMINISTRATOR'S normal business hours, YOU may immediately take YOUR VEHICLE to any licensed repair facility. The licensed repair facility must contact the ADMINISTRATOR on the next business day to determine whether the MECHANICAL BREAKDOWN or FAILURE is covered pursuant this CONTRACT's provisions. At that time, the ADMINISTRATOR will authorize the claim and issue an authorization code if the ADMINISTRATOR determines that the MECHANICAL BREAKDOWN or FAILURE is covered by this CONTRACT. In order to obtain reimbursement for emergency repairs performed outside of normal business hours, YOU must follow the instructions under paragraph “2. Submitting A Claim” below. Nothing herein authorizes repairs not otherwise covered under this CONTRACT.
2. Submitting A Claim:
   a. Have the claim been authorized, YOU are responsible for payment of the DEDUCTIBLE (if applicable) and any items not covered by this CONTRACT. YOU must submit the following to the ADMINISTRATOR:
      a. A legible, itemized repair order signed by YOU;
      b. All sublet bills, towing and rental receipts, when applicable; and
      c. All lodging and meal receipts, when applicable.
   b. If the claim is submitted within the time immediately preceding the MECHANICAL BREAKDOWN or FAILURE, under this CONTRACT, exceed the "Clean Retail Value" of the VEHICLE established by NADA (Official Used Car Guide) on the CONTRACT PURCHASE DATE. In the event the aggregate coverage limit set forth in this paragraph is exceeded, the Contract Retail Price shall be deemed fully earned and no future coverage will be available.

F. DEDUCTIBLE
In the event of a MECHANICAL BREAKDOWN or FAILURE covered by this CONTRACT, YOU may be required to pay a DEDUCTIBLE. To determine if a DEDUCTIBLE applies, and if so, the amount, please see the VEHICLE INFORMATION SECTION of page 1 of this CONTRACT. If no amount is listed, a standard $100 DEDUCTIBLE will apply. A DEDUCTIBLE is only required for MECHANICAL BREAKDOWN or FAILURES of covered parts associated with the COVERAGE LEVELS and ADDITIONAL COVERAGE OPTIONS, and does NOT apply to the ADDITIONAL BENEFITS set forth in the COVERAGE section of this CONTRACT.
1. One-Time Deductible Guarantee - Once a part is repaired or replaced under the terms and conditions of this CONTRACT, any DEDUCTIBLE amount for future repairs or replacement of that part will be waived for the term of this CONTRACT.
2. Disappearing DEDUCTIBLE - If the Disappearing box is checked under Deductible Per Visit on page 1 of this CONTRACT, a DEDUCTIBLE will not apply to covered repairs or replacement so long as such repairs or replacements are completed by the SELLER. If the repair(s) or replacement(s) is not completed by the SELLER, a $100 DEDUCTIBLE will apply.

G. CONTRACT TERM
1. Used - The time and mileage limits of the Contract Term selected start on the CONTRACT PURCHASE DATE and from zero (0) miles.
2. New - The time and mileage limits of the Contract Term selected start on the CONTRACT PURCHASE DATE and from zero (0) miles.
3. Warranty Remaining Option - The time and mileage limits of the Contract Term selected start at the expiration of the BASIC MANUFACTURER WARRANTY and from zero (0) miles. May only be selected when "NEW" is checked under COVERAGE TYPE on page 1 of this CONTRACT.
4. Wrap - The time and mileage limits of the Contract Term selected start on the IN-SERVICE DATE and from zero (0) miles.

Coverage will expire upon the earlier to occur of the following: (i) the length of time of the Contract Term selected is reached; (ii) the total mileage on the VEHICLE is equal to the sum of the Contract Term Miles selected plus the Odometer Mileage set forth in the VEHICLE INFORMATION section of page 1 of this CONTRACT; or (iii) the aggregate coverage limit set forth in section D. "COVERAGE LIMITS" has been reached.

H. TRANSFER OF YOUR CONTRACT
1. In order to transfer this CONTRACT, contact the ADMINISTRATOR within 30 days of change of ownership and submit the following:
   a. A written request that this CONTRACT be transferred to the TRANSFEREE;
   b. $75 transfer fee;
   c. A copy of this CONTRACT, if requested;
   d. Written evidence verifying that all maintenance requirements have been met;
   e. A copy of documentation evidencing change of ownership and mileage at date of sale or transfer; and
   f. Photocopies of documents sent to the manufacturer verifying transferees of factory warranty, if applicable.
2. Requirements and Limitations
   a. This CONTRACT cannot be transferred to another vehicle. It can only be transferred to a different private owner ("TRANSFEREE") of the same VEHICLE.
   b. The VEHICLE is subject to inspection upon a transfer.
   c. Transfer must take place within 30 days of the change of ownership.
   d. YOU are prohibited from transferring this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.
   e. Remaining BASIC MANUFACTURER WARRANTY and/or POWERTRAIN MANUFACTURER WARRANTY on the VEHICLE, if applicable, must be transferred to the TRANSFEREE.
   f. Certain coverage benefits might have already been used (see section D. “COVERAGE LIMITS”).
   g. The right to return this CONTRACT for a full refund, pursuant to section J. “CANCELLATION OF YOUR CONTRACT, “ subsection 2.a., is not transferable and applies only to the original purchaser of this CONTRACT.

I. OPTION TO PURCHASE SUBSEQUENT CONTRACT
This CONTRACT is non-renewable and shall expire as set forth in section G. “CONTRACT TERM” and the VEHICLE INFORMATION section on page 1 of this CONTRACT. However, YOU may purchase another Vehicle Service Contract for the VEHICLE prior to the expiration of this CONTRACT, subject to the following:
**J. CANCELLATION OF YOUR CONTRACT**

1. **Cancellation**
   a. **YOU** may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing and submitting the following documents and information:
      i. A copy of this CONTRACT;
      ii. Verification of mileage at the time of request; and
      iii. If REPOSESSESSED - supply a copy of the repossession papers;
      iv. If TOTALED - supply a copy of the automobile liability insurance company's verification of loss; or
      v. If LIEN HAS BEEN PAID - supply discharge of lien from Lienholder.
   b. **WE** may only cancel this CONTRACT for (i) fraud or material misrepresentation by **YOU**; (ii) **YOU**'s failure to pay for this CONTRACT; or (iii) if it is determined by **US** that YOUR VEHICLE does not meet **OUR** eligibility requirements.
   c. If YOUR VEHICLE and this CONTRACT have been financed, the Lienholder set forth on page 1 of this CONTRACT may cancel this CONTRACT for default of the loan agreement. In the case of a repossession or total loss during the term of this CONTRACT, the Lienholder may have the right to cancel this CONTRACT effective the date YOUR VEHICLE was reposessed or totaled. In such event, notification within 90 days of the repossession or total loss and submission of documents to the ADMINISTRATOR is required.

See section P. “STATE-SPECIFIC CANCELLATION PROVISIONS” for supplementary state-specific cancellation language.

2. **Refunds**
   a. In the event of cancellation of this CONTRACT within 30 days of the CONTRACT PURCHASE DATE, **YOU** will receive a full refund of the Contract Retail Price, provided no claim has been authorized or paid. The right to return this CONTRACT for a full refund applies only to the original purchaser of this CONTRACT pursuant to the provisions set forth in this section.
   b. After 30 days from the CONTRACT PURCHASE DATE, if a claim has been authorized or paid, **YOU** will receive a pro rata refund based on the greater of days in force or the miles driven related to the Contract Term, minus: (1) any claims authorized or paid; (2) and a $50 cancellation fee. In the event **YOU** no longer own the VEHICLE and provide documentation to the ADMINISTRATOR within 60 days of the ownership change, YOUR CONTRACT will be cancelled effective the date **YOU** no longer owned the VEHICLE. In the event the cost of this CONTRACT is part of a retail sales contract, the Lienholder set forth on page 1 of this CONTRACT may be named on the refund check where permitted by law (unless the cancellation is accompanied by a discharge of lien).
   c. In the event this CONTRACT is cancelled by **US**, **YOU** will receive a full refund of the Contract Retail Price, less any claims authorized or paid.
   d. If the SELLER cannot return the portion of the refund for which they are responsible due to bankruptcy, insolvency or if they are otherwise out of business, **WE** shall refund the SELLER'S portion of the refund to **YOU**.
   e. Any cancellation refund due under this CONTRACT will be calculated using the date the SELLER or the ADMINISTRATOR receives a cancellation request from **YOU** or **YOUR** authorized representative.

See section P. “STATE-SPECIFIC CANCELLATION PROVISIONS” for supplementary state-specific cancellation language.

**K. SUBROGATION**

**YOU** are entitled to complete reimbursement for YOUR loss before **WE** are entitled to subrogation proceeds. **YOU** agree that **WE**, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. **YOU** shall do whatever is necessary to secure such rights. **YOU** shall do nothing to prejudice such rights, and **YOU** shall execute and deliver to the ADMINISTRATOR instruments and papers required to either secure or maintain such rights. All amounts recovered by **YOU** for which **YOU** were previously reimbursed under this CONTRACT shall become **OUR** property or the property of **OUR** designee and shall be forwarded to same by **YOU**, up to the total amount paid by **US** under this CONTRACT, except that **YOU** must be made whole before **WE** may retain any amounts **WE** have recovered.

**L. TERRITORY AND GOVERNING LAW**

1. This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE, loss or damage occurring within the United States of America, its territories/possessions and Canada.

2. **OFFER** acceptance, administration, and all other matters relevant to the terms of this CONTRACT are understood to be in accordance with the laws and regulations of the State in which it is purchased. When the provisions of this CONTRACT are in conflict with applicable laws of the State in which it is purchased, the provisions are amended to conform to such laws.

**M. INSURANCE**

**OUR** obligations to **YOU** under this CONTRACT are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, an Assurant Solutions company, 11222 Quail Roost Drive, Miami, FL 33157. In the event **WE** do not pay any covered claim within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer by calling the following number (866) 306-6694.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or application containing false, incomplete or misleading information will be prosecuted to the full extent of the law.

**N. ARBITRATION PROVISION**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **YOU**, **WE** and the ADMINISTRATOR (the “Parties”) are waiving our right to go to court and are agreeing instead to submit any claim, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that **YOUR** purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act (“Act”) applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes, and controversies (collectively “Claims”) related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide all questions of law or equity, applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, **YOU** agree to arbitrate all disputes, and controversies between the Parties to binding arbitration, as set forth in this Arbitration Provision, including, without limitation, Claims arising under this CONTRACT.

3. **YOU** agree and hereby expressly waive any right **YOU** may have to litigate in small claims court, state, county or federal court any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity
and effect of this Class Action Waiver prohibiting YOU from participating in or filing a class-action in any court shall be determined exclusively by a court.

4. The arbitration shall be administered by JAMS, The Resolution Experts’ (“JAMS”) or the American Arbitration Association (“AAA”) as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures (“Code”), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. YOU have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that YOU live in, the closest AAA or JAMS location to YOUR residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at www.jamsadr.com or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.

5. If YOU initiate arbitration with AAA, YOU must pay any AAA filing fee and/or arbitrator’s fee in effect at the time YOU initiate arbitration. If YOU initiate arbitration with JAMS, YOU must pay YOUR arbitration fees up to a maximum of $250. WE will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator’s services. If WE initiate arbitration against YOU, WE will pay YOUR filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party’s attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys’ fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.

6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the imitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.

8. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this CONTRACT, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by YOU as a representative of others, a private attorney general or a member of a class. The Parties collectively and YOU individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.

9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding YOUR waiver of class-action rights (Paragraph 3) or the Parties’ acknowledgment not to consent to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this CONTRACT or any prior agreement, this Arbitration Provision governs. See section O. “ADDITIONAL STATE INFORMATION” for supplementary state-specific arbitration language.

O. ADDITIONAL STATE INFORMATION

The following state-specific provisions are added to and become a part of YOUR CONTRACT and replace any applicable conflicting provisions set forth herein for each state set forth below. All other provisions of this CONTRACT that are not amended by the state-specific provisions in this section remain in full force and effect.

ALASKA: The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay any covered claim within 30 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. In section N. “ARBITRATION PROVISION,” the following shall be added after the last sentence of subsection 1: If there is a conflict between the state statutes and the rules of JAMS, AAA or the Federal Arbitration Act, arbitration under governed by the Revised Uniform Arbitration Act (AS 09.43.300 - 09.43.595).

ARIZONA: All references to “Issuing Provider/Obligor” in this CONTRACT are deleted and replaced with “Issuing Provider/ Obligor/Service Company.” This CONTRACT shall not include (1) preexisting conditions if such conditions were known or should reasonably have been known to US or the SELLER on the CONTRACT PURCHASE DATE; or (2) parts or components repaired or replaced pursuant to this CONTRACT. In section N. “ARBITRATION PROVISION,” all references to “binding arbitration” are deleted and replaced with “binding arbitration, provided all Parties mutually agree at the time of the dispute or claim.”

ARKANSAS: Purchase of this CONTRACT is optional and is not required in order to purchase, obtain financing for or to register a motor vehicle. Claim payments shall not be reduced due to depreciation of parts.

COLORADO: American Bankers Insurance Company of Florida, an Assurant Solutions company, Policy# SFM-3054-CO-1-3

CONNECTICUT: If the Contract Term as set forth in the VEHICLE INFORMATION section of page 1 of this CONTRACT is for less than 1 year, YOUR CONTRACT will be automatically extended while YOUR VEHICLE is in the custody of the repair shop for authorized repairs being conducted pursuant to this CONTRACT. All parties to this CONTRACT shall make reasonable efforts to resolve disputes over the terms of this CONTRACT. In the event that the parties cannot reach agreement, YOU have the right to file a written complaint with the Consumer Affairs Division of the Insurance Department. The written complaint must contain a description of the dispute, the Vehicle Purchase Price, the cost of repair of the VEHICLE and a copy of this CONTRACT. The written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs.

GEORGIA: The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay any covered claim or provide a required refund within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. Section N. “ARBITRATION PROVISION” shall be deleted in its entirety. Under section C. “WHAT IS NOT COVERED,” subsection 1. shall be revised as follows: k. Where it is determined that, for more than 1 month or 1,000 miles, the odometer has been inaccurate, inoperative or altered so that the VEHICLE’S true mileage cannot be verified while the VEHICLE has been owned by YOU; q. Arising out of the FAILURE of an otherwise covered part whose FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/or alterations to the VEHICLE made by YOU or with YOUR knowledge. (Examples: over or undersized tires or rims, exhaust or intake system modifications, ignition or fuel system modifications, suspension or steering system modifications); t. Of a covered part that is damaged by or as a result of varnish, fuel or lubricant contamination, rust or corrosion, regardless of cause.

IDAHO: Coverage afforded under this CONTRACT is not guaranteed by the Idaho Insurance Guaranty Association.

INDIANA: This CONTRACT is not insurance and is not subject to Indiana insurance law. Under section C. “WHAT IS NOT COVERED,” subsection 1. shall be revised as follows: m. That is known by YOU and reasonably determined by the ADMINISTRATOR to have occurred prior to the CONTRACT PURCHASE DATE or which is reported after this CONTRACT has expired. The second sentence of section M. “INSURANCE” is revised as follows: In the event WE fail to perform, make payment due or provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the follow by calling number (866) 306-6694. Proof of YOUR payment for this CONTRACT constitutes proof of payment to American Bankers Insurance Company of Florida. In section N. “ARBITRATION PROVISION,” all references to “binding arbitration” are deleted and replaced with “binding arbitration, provided all Parties mutually agree at the time of the dispute or claim.”
IOWA: For problems or questions related to this CONTRACT, YOU may contact the Insurance Commissioner, Doug Ommen, at Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738. The second sentence of section M. “INSURANCE” is revised as follows: In the event WE fail to perform, make payment due or provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

LOUISIANA: This CONTRACT is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this CONTRACT may be directed to the Attorney General of Louisiana.

MAINE: The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay or provide service on any covered claim or provide a required refund within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

MARYLAND: If YOUR CONTRACT expires, per the Contract Term set forth in the VEHICLE INFORMATION section on page 1 of this CONTRACT, after a covered claim has been filed but before the authorized repair(s) has been completed, YOUR CONTRACT will not expire but will be automatically extended until all outstanding covered claims are settled and repairs completed in accordance with the terms of this CONTRACT.

MISSISSIPPI: Section N. “ARBITRATION PROVISION” shall be deleted in its entirety.

MISSOURI: A fully executed copy of this CONTRACT shall be delivered, either by mailing or actual delivery, to YOU no more than 45 days from the CONTRACT PURCHASE DATE. The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay any covered claim or provide a required refund within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. In section N. “ARBITRATION PROVISION;’ all references to “binding arbitration” are deleted and replaced with “binding arbitration, provided all Parties mutually agree at the time of the dispute or claim.”

NEBRASKA: THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Section N. “ARBITRATION PROVISION” is revised as follows: PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS, PROVIDED THE PARTIES VOLUNTARILY AND WILLFULLY ENTER INTO THIS ARBITRATION PROVISION. ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR UNDERSTANDING AND YOUR DEALINGS WITH US OR THE ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION. 1. Arbitration is a method of resolving any existing claim, dispute or controversy without filing a lawsuit. Provided the Parties voluntarily and willfully enter into this ARBITRATION PROVISION, YOU, WE and the ADMINISTRATOR (the “Parties”) are waiving our right to go to court and are agreeing instead to submit any existing claims, disputes or controversies between the Parties to binding arbitration. This ARBITRATION PROVISION sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act (“Act”) applies to this ARBITRATION PROVISION. 2. The Parties agree to resolve existing claims, disputes and controversies (collectively “Claims”) related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this ARBITRATION PROVISION. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties.

NEVADA: IF YOU are not satisfied with the manner in which the ADMINISTRATOR is handling a claim on YOUR CONTRACT, YOU may contact the Nevada Insurance Commissioner toll-free at (888) 872-3234. Section C. “WHAT IS NOT COVERED,” subsection e. shall be deleted in its entirety and subsection f. shall be revised as follows: f. Of a part which is covered by a warranty, repairer’s guarantee, other service contract or insurance policy. THIS CONTRACT shall, subject to any limitations or exclusions contained herein, cover any damage which exceeds the coverage limits of such warranty, repairer’s guarantee, other service contract or insurance policy.

NEW HAMPSHIRE: For questions or complaints regarding YOUR CONTRACT or a claim, YOU may call the ADMINISTRATOR at (844) 230-8725. In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord New Hampshire 03301, (603) 271-2261 or requests@ins.nh.gov. The following shall be added to section N. “ARBITRATION PROVISION:”

THIS ARBITRATION PROVISION IS SUBJECT TO NEW HAMPSHIRE’S REVISED STATUTES ANNOTATED SECTION 542. In section N. “ARBITRATION PROVISION,” all references to “binding arbitration” are deleted and replaced with “binding arbitration, provided all Parties mutually agree at the time of the dispute or claim.”

NEW MEXICO: The first paragraph of section M. “INSURANCE” is deleted in its entirety and replaced by the following: This CONTRACT is insured by American Bankers Insurance Company of Florida, an Assurant Solutions company. If WE fail to pay YOU or otherwise provide YOU with the covered service within 60 days of YOUR submission of a valid claim, YOU may submit YOUR claim to American Bankers Insurance Company of Florida at (866) 306-6694, 11222 Quail Roost Drive, Miami, FL 33157. If YOU have any concerns regarding the handling of YOUR claim, YOU may contact the Office of Superintendent of Insurance at 855-427-5674.

OHIO: This CONTRACT is not insurance and is not subject to the insurance laws of this State. This CONTRACT may provide a duplication of coverage already provided by YOUR automobile physical damage insurance policy. The second sentence of section M. “INSURANCE” is revised as follows: The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay any covered claim or provide a required refund within 60 days after proof of loss has been filed or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

OKLAHOMA: ISSUING PROVIDER/OBLIGOR: GWC Warranty Corporation – Oklahoma provider license #4478043. This CONTRACT is not an insurance contract. If WE fail to perform, make payment due or otherwise provide service on any covered claim, WE are not guaranteed by the Oklahoma Guaranty Association. Oklahoma service warranty statutes shall not apply to COMMERCIAL PURPOSES references in this CONTRACT. Roadside Assistance services are provided by and/or through SafeRide Motor Club, Inc., 14135 Midway Rd., Suite 150, Addison, Texas 75001.

OREGON: Section N. “ARBITRATION PROVISION” shall be deleted in its entirety.

SOUTH CAROLINA: In the event of a dispute with US, YOU may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by calling (800) 768–3467.

TEXAS: ISSUING PROVIDER/OBLIGOR: GWC Warranty Corporation – Texas service contract provider license #239, Texas service contract provider administrator license #211. If YOU have any unresolved complaints or concerns regarding the handling of YOUR claim, US or the ADMINISTRATOR, or if YOU have any questions concerning the regulation of service contract providers and Administrators in Texas, YOU may contact the Texas Department of Licensing and Regulation at PO. Box 12157, Austin, Texas 78711, (515) 463-6599 or (800) 803-9202 (in-state only). The second sentence of section M. “INSURANCE” is revised as follows: In the event WE do not pay any covered claim within 60 days after proof of loss has been filed, WE shall provide a required refund within 45 days after a request for reimbursement has been submitted. If WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

UTAH: This CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this CONTRACT is

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P. STATE-SPECIFIC CANCELLATION PROVISIONS

The following state-specific cancellation provisions are added to and become a part of YOUR CONTRACT and replace any applicable conflicting provisions of section J. “CANCELLATION OF YOUR CONTRACT” for each state set forth below. All other provisions of section J, not amended by the state-specific provisions in this section remain in full force and effect.

ALABAMA: A 10% penalty per month shall be added to a FLAT CANCELLATION refund that is not paid within 45 days after the FLAT CANCELLATION of this CONTRACT. All references to a “$50 cancellation fee” shall be deleted and replaced with a “$25 cancellation fee.” Any refund due to YOU may be credited to any outstanding balance of YOUR account, and the excess, if any, shall be refunded to YOU. If this CONTRACT is cancelled by US, notice of cancellation stating the effective date and reason for cancellation will be mailed to the Customer’s last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is nonpayment or material misrepresentation by YOU to US related to the VEHICLE or its use.

ALASKA: Under subsection (2)(b), all references to a “$50 cancellation fee” shall be deleted and replaced by a “cancellation fee of 7.5% of the unearned portion of the Contract Retail Price, not to exceed $50.” Under subsection (1)(b), (ii) shall be deleted in its entirety. If this CONTRACT is cancelled by US, a notice of cancellation stating the effective date and reason for cancellation will be mailed to the Customer’s last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is nonpayment or fraud or a material misrepresentation by YOU in obtaining this CONTRACT or in pursuing a claim. If this CONTRACT is cancelled, any refund owed shall be paid or credited to YOUR account within 45 days, or a penalty in the amount of 10% of that portion of the Contract Retail Price required to be refunded shall be added to the refund for each month it remains unpaid.

ARIZONA: All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price, not to exceed $50.” This CONTRACT may not be cancelled or voided due to acts or omissions of US or OUR assignees or subcontractors for failure to provide correct information or for failure to perform the services or repairs provided in a timely, competent and workmanlike manner. This CONTRACT may not be cancelled or voided by US for any of the following reasons: (a) preexisting conditions that were known or that reasonably should have been known by US or the SELLER; (b) prior use or unlawful acts related to the VEHICLE; or (c) misrepresentation by either US or the SELLER.

ARKANSAS: The second sentence of subsection 2.a., regarding the right to return this CONTRACT for a full refund being limited to the original purchaser, is deleted in its entirety. Under subsection 2.b., all references to “any claims authorized or paid” shall be deleted.

CONNECTICUT: YOU also have a right to cancel this CONTRACT anytime, including if the VEHICLE is returned, sold, lost, stolen or destroyed.

DISTRICT OF COLUMBIA: A 10% penalty per month will be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price, not to exceed $50.” If this CONTRACT is cancelled by US, a notice of cancellation stating the effective date and reason for cancellation will be mailed to the Customer’s last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is nonpayment or material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

GEORGIA: YOU may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing. Upon cancellation, YOU will receive a pro rata refund of the Contract Retail Price based on the greater of days in force or the miles driven related to the Contract Term. All references to a “$50 cancellation fee” and “any claims authorized or paid” are deleted from this section. Under subsection 1.c., (ii) shall be deleted in its entirety. If this CONTRACT is cancelled by US for nonpayment, a notice of cancellation stating the effective date when the cancellation will be effective, which shall not be less than 10 days from the date of delivery or first-class mailing of such notice, shall be issued to the Customer. If this CONTRACT is cancelled by US for YOUR fraud or material misrepresentation, a notice of cancellation stating the time when the
cancellation will be effective, which shall not be less than 30 days from the date of delivery or first-class mailing of such notice, shall be issued to the Customer.

HAWAII: A 10% penalty per month will be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. The right to void this CONTRACT for a full refund is not transferable and shall only apply to the original Customer. If this CONTRACT is cancelled by US, a notice of cancellation stating the effective date will be mailed to the Customer’s last known address at least 5 days prior to the date of cancellation, unless the reason for which cancellation is nonpayment, material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

IDAHO: YOU may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing. The second sentence of subsection 2.a., regarding the right to return this CONTRACT for a full refund being limited to the original purchaser, is deleted in its entirety. Under subsection 2.b., all references to “any claims authorized or paid” shall be deleted.

ILLINOIS: YOU may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing. All references to a “$50 cancellation fee” are deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price or $50, whichever is less. The second sentence of subsection 2.a., regarding the right to return this CONTRACT for a full refund being limited to the original purchaser, is deleted in its entirety.

IOWA: YOU may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing. A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 30 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price, not to exceed $50.” If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to the Customer at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE. Section 2.c. shall not apply if the reason for cancellation of this CONTRACT is nonpayment.

LOUISIANA: A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to the Customer’s last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

MAINE: YOU may cancel this CONTRACT at any time by notifying the SELLER or the ADMINISTRATOR in writing. A monthly penalty equal to 10% of the Contract Retail Price will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to the Customer’s last known address at least 15 days prior to the date of cancellation.

MARYLAND: A FLAT CANCELLATION refund shall be paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within such 45 day time period.

MINNESOTA: A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US for nonpayment, material misrepresentation by YOU to US, or substantial breach of duties by YOU related to the VEHICLE or its use, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 5 days prior to the date of cancellation. If this CONTRACT is cancelled by US for any other reason, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 15 days prior to the date of cancellation.

MISSISSIPPI: All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price or $50, whichever is less. The second sentence of subsection 2.a., regarding the right to return this CONTRACT for a full refund being limited to the original purchaser, is deleted in its entirety. Under subsection 2.b., all references to “any claims authorized or paid” shall be deleted.

MISSOURI: A 10% penalty of the amount outstanding per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If a claim has been made under this CONTRACT within 30 days of the CONTRACT PURCHASE DATE and this CONTRACT is returned, YOU will receive a full refund of the Contract Retail Price less any claims paid. The right to void this CONTRACT within this 30 day period is not transferable and shall only apply to the original Customer. In the first sentence of subsection 2.b., the following shall be deleted in its entirety: “or if a claim has been authorized or paid.” WE shall mail a written notice to YOU within 45 days of the date this CONTRACT is cancelled.

MONTANA: If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

NEVADA: YOU have the right to return this CONTRACT for a refund pursuant to Nev Rev Stat 6690C.250 and the terms of this CONTRACT. A 10% penalty of the Contract Retail Price will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to the Customer’s last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

NEVADA: YOU have the right to return this CONTRACT for a refund pursuant to Nev Rev Stat 6690C.250 and the terms of this CONTRACT. A 10% penalty of the Contract Retail Price will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to the Customer’s last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

NEW JERSEY: A 10% penalty per month, based upon the Contract Retail Price, will be added to any FLAT CANCELLATION refund that
is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. The second sentence of subsection 2.a. shall be deleted in its entirety. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation or omission, or a substantial breach of contractual obligations related to the VEHICLE or its use.

NEW MEXICO: A 10% penalty of the Contract Retail Price will be added to any FLAT CANCELLATION refund that is not paid or credited within 60 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR for each 30-day period, or portion thereof, that the refund and any accrued penalties remain unpaid. All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Contract Retail Price, not to exceed $50.” WE may only cancel this CONTRACT prior to the 70th day following the CONTRACT PURCHASE DATE or, alternatively, at least 1 year after the CONTRACT PURCHASE DATE. WE may cancel this CONTRACT at any time during the Contract Term if the reason for cancellation is: (i) fraud or material misrepresentation by YOU in obtaining this CONTRACT or in filing a claim thereunder; or (2) YOUR failure to pay for this CONTRACT. Cancellation of this CONTRACT shall not become effective until at least 15 days after a notice of cancellation is mailed to YOU.

NEW YORK: A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 30 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation, or a substantial breach of duties by YOU related to the VEHICLE or its use.

NORTH CAROLINA: Under subsection 1.b., (i) and (iii) shall be deleted in their entirety. All references to a “$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the refund amount, not to exceed $50.”

OKLAHOMA: The first sentence of subsection 2.b. is revised as follows: After 30 days from the CONTRACT PURCHASE DATE, or if a claim has been authorized or paid, YOU will receive a refund based on 90% of the pro rata Contract Retail Price less the actual cost of any service provided under this CONTRACT.

SOUTH CAROLINA: A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.

TEXAS: A 10% penalty per month based on the amount outstanding will be added to any refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address before the 5th day preceding the effective date of cancellation, unless the reason for cancellation is nonpayment, fraud or a material misrepresentation by YOU to US or the ADMINISTRATOR, or a substantial breach of duties by YOU related to the VEHICLE or its use.

UTAH: Subsection 1.b. is revised as follows: WE may only cancel this CONTRACT for (i) material misrepresentation; (ii) substantial change in the risk assumed, unless WE or the SELLER should reasonably have foreseen the change or contemplated the risk when entering into this CONTRACT; (iii) substantial breaches of contractual duties, conditions or warranties; (iv) YOUR failure to pay for this CONTRACT; or (v) if it is determined by US that YOUR VEHICLE does not meet OUR eligibility requirements. If this CONTRACT is cancelled by US prior to 60 days after the CONTRACT PURCHASE DATE for any reason set forth in subsection 1.b., a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be delivered or sent to YOU by first-class mail at least 10 days prior to the date of cancellation. If this CONTRACT is cancelled by US for nonpayment after the 60th day after the CONTRACT PURCHASE DATE, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be delivered or sent to YOU by first-class mail at least 30 days prior to the date of cancellation. If this CONTRACT is cancelled by US for the ground set forth in subsection 1.b. (i), (ii) or (iii) after the 60th day after the CONTRACT PURCHASE DATE, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be delivered or sent to YOU by first-class mail at least 30 days prior to the date of cancellation. If this CONTRACT is cancelled by US for nonpayment after the 60th day after the CONTRACT PURCHASE DATE, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be delivered or sent to YOU by first-class mail at least 30 days prior to the date of cancellation.

WYOMING: A 10% penalty per month will be added to any full refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 10 days prior to the date of cancellation, unless the reason for cancellation is nonpayment, a material misrepresentation by YOU to US, or a substantial breach of duties by YOU related to the VEHICLE or its use.