



# CONTRACT APPLICATION

for a Vehicle Powertrain Plus, Essential, Comprehensive, Exclusionary, or Exclusionary Wrap Coverage Contract.

GFT

Customer Name \_\_\_\_\_ Vehicle Year \_\_\_\_\_  
 Current Address \_\_\_\_\_ Vehicle Make \_\_\_\_\_  
 City \_\_\_\_\_ Vehicle Model \_\_\_\_\_  
 State/Zip \_\_\_\_\_ Mileage \_\_\_\_\_  
 Email \_\_\_\_\_ VIN \_\_\_\_\_  
 Customer Ph. \_\_\_\_\_ Mobile \_\_\_\_\_ Vehicle Price \_\_\_\_\_  
 Dealer Name \_\_\_\_\_ Engine Size \_\_\_\_\_  
 Dealer Phone \_\_\_\_\_ Transmission \_\_\_\_\_  4WD/AWD  
 Dealership State Lic. # \_\_\_\_\_ Lien Holder \_\_\_\_\_

**Administrator Use**

Amount \_\_\_\_\_  
 Options \_\_\_\_\_  
 Ded. Adj. \_\_\_\_\_  
 Total \_\_\_\_\_  
 Dir. Ck. \_\_\_\_\_  
 Check # \_\_\_\_\_  
 Accepted by \_\_\_\_\_  
 Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Contract # \_\_\_\_\_

<p><b>USED VEHICLE COVERAGE</b></p> <p><b>Plan Selection (check one)*</b></p> <p><input type="checkbox"/> Powertrain Plus  <input type="checkbox"/> Essential  <input type="checkbox"/> Comprehensive  <input type="checkbox"/> Exclusionary</p> <p><b>Term Selection (check one)</b></p> <p><input type="checkbox"/> 90 Days or 4,500 Miles  <input type="checkbox"/> 180 Days or 7,500 Miles  <input type="checkbox"/> 12 Months or 14,500 Miles  <input type="checkbox"/> 24 Months or 26,500 Miles  <input type="checkbox"/> 36 Months or 38,500 Miles  <input type="checkbox"/> 48 Months or 50,000 Miles</p> <p><input type="checkbox"/> Upgrade <input type="checkbox"/> Renewal</p>	<p><b>NEW VEHICLE COVERAGE</b></p> <p><b>Plan Selection (check one)**</b></p> <p><input type="checkbox"/> Essential  <input type="checkbox"/> Exclusionary</p> <p><b>Term Selection (check one)</b></p> <p><input type="checkbox"/> 48 Months or 75,000 Miles  <input type="checkbox"/> 48 Months or 100,000 Miles  <input type="checkbox"/> 60 Months or 75,000 Miles  <input type="checkbox"/> 60 Months or 100,000 Miles  <input type="checkbox"/> 72 Months or 100,000 Miles</p> <p>Original In-Service Date _____</p>	<p><b>EXCLUSIONARY WRAP COVERAGE</b></p> <p><b>Term Selection (check one)***</b></p> <p><input type="checkbox"/> 60 Months or 60,000 Miles  <input type="checkbox"/> 60 Months or 100,000 Miles  <input type="checkbox"/> 72 Months or 70,000 Miles  <input type="checkbox"/> 84 Months or 100,000 Miles  <input type="checkbox"/> 120 Months or 100,000 Miles</p> <p>Available for vehicles covered by an extended factory powertrain warranty. <b>Coverage</b> begins at the end of the Manufacturer's Basic Factory Warranty, and excludes components listed under the Manufacturer's Powertrain Warranty.</p> <p>Original In-Service Date _____</p>
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\*SEE COMPONENT COVERAGE SECTION FOR COMPLETE LIST OF COMPONENT COVERAGES AND WHEN EACH COVERAGE BEGINS\*

**DEDUCTIBLE SELECTION (check one)**

If no box is checked, the **Deductible** will be \$100.

\$100 (standard)  
 \$50 (optional)  
 \$0 (optional)

**VEHICLE EQUIPMENT PROFILE (mandatory surcharge applies)**

Diesel Engine – Cars Only  
 Turbocharger/Supercharger  
 Twin Turbochargers  
 Lift Kits – Up to 4"  
 Northstar Engine  
 Hybrid

**OPTIONAL COVERAGE**

Sensor Package (Available on Essential Plans, up to 100,000 miles.)  
 Technology Package (Available on Comprehensive Plans.)  
 Luxury Package (Available on Exclusionary & Exclusionary Wrap Plans, up to 100,000 miles.)  
 Warranty Remaining Option (If this option is selected, **Contract** time begins at the expiration of the OEM's Basic Warranty and at zero (0) miles.)

**NO WORRIES, JUST DRIVE PACKAGE**

Available on Essential, Comprehensive Exclusionary & Exclusionary Wrap Plans.

**VEHICLE CLASS (check one)**

1  2  3  4  5

**RETAIL PURCHASE PRICE:** \$ \_\_\_\_\_

**IMPORTANT INFORMATION:** Please refer to IMPORTANT DEFINITIONS section under TERMS & CONDITIONS for defined Boldfaced terms.

**Our** obligations to perform under this **Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, an Assurant Solutions company, 11222 Quail Roost Drive, Miami, FL 33157. If **We** do not settle **Your** claim within sixty (60) days of **Our** receipt of **Your** proof of claim, then **You** may make a direct claim with American Bankers Insurance Company of Florida. The telephone number is 1-866-306-6694. **You** acknowledge that **You** have read, understand and accept the terms and conditions in this **Contract Application**, including the plan, term, price, and Arbitration Provision. **You** acknowledge that this **Contract** is between **You** and **GWC**, with **GWC** being the **Administrator** of the **Contract**. **The purchase of this Coverage is not required to purchase or obtain financing for the Vehicle. THIS IS NOT AN INSURANCE POLICY.** Unless otherwise regulated under state law, the contents of this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

**SIGNATURES**

Customer \_\_\_\_\_ Dealer Salesperson \_\_\_\_\_ Date \_\_\_\_\_

Upon signing, Selling Dealer will give You a copy of this Contract Application. You will be sent an Identification Card upon acceptance of this Contract Application by the Administrator. See Terms & Conditions for additional information.

**GWC Warranty Corporation**  
 Mailing Address: P.O. Box 7900 | Wilkes-Barre, PA 18773-7900  
 Physical Address: Showroom Level | 40 Coal Street | Wilkes-Barre, PA 18702-5236  
 1.800.482.7357 | Local: 1.570.414.7777 | Fax: 1.888.840.7883 | Fax: 1.570.414.7883  
 www.gwcwarranty.com



## COMPONENT COVERAGE

### **When Coverage Starts:**

\* Used Vehicle **Coverage** begins on the **Contract** sale date and mileage identified on the face of this **Contract Application**.

\*\* New Vehicle **Coverage** begins on the **Contract** sale date and at zero (0) miles.

\*\*\* **Exclusionary Wrap** term begins on the original factory in-service date and at zero (0) miles.

### **POWERTRAIN PLUS COVERAGE** includes:

**ENGINE:** All internally 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. **SEALS & GASKETS:** Cylinder head gaskets & intake manifold gaskets are covered. All other seals & gaskets are covered as a result of a covered repair. **TRANSMISSION (AUTOMATIC):** All internally lubricated parts; case; 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 internally lubricated parts; case; bearings; bushings; gears; shafts; synchronizers; spacers; main drive gear; main shaft; shift forks; synchronizer drums; overdrive housing. **(Exclusions are clutch, pressure plate, throw-out bearing, linkage, cables, shifter, electronic switches, solenoids and clutch slave cylinders.)** **FOUR (4) WHEEL & ALL WHEEL DRIVE:** All internally lubricated parts; transfer case; bearings; bushings; chains; gears; sleeves; sprockets. **DRIVE AXLE:** All internally 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). **(Exclusions are CV joint boots.)** **AIR CONDITIONING:** (OEM equipment only) Compressor, compressor clutch; accumulator; dryer/receiver; condenser; evaporator. **BRAKES:** All internally 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. **(Exclusions are linings, rotors, pads, drums, and hardware.)** **COOLING:** Radiator; water pump; thermostat; radiator fan & fan clutch. **(Exclusions are belts, hoses, heater core, blower motors and electronic switches.)** **ELECTRICAL:** Alternator; electric horn; front wiper motor; rear wiper motor; rear defroster switch; starter motor, drive assembly & solenoid; voltage regulator. **FLUIDS:** Any fluids required as a result of a covered repair. **(Exclusions are A/C refrigerant, filters and oil additives.)** **STEERING:** Power steering pump; rack & pinion; steering gear box. **SUSPENSION:** Upper & lower ball joints; leaf & coil springs (only if broken); spindles. **TURBOCHARGER (surcharge applies):** (OEM equipment only.) All internally lubricated parts; housing; waste gate; vanes; shafts & bearings. **LABOR:** Labor charges shall be based on the current *ALLDATA Labor Guide* and rates shall be within accepted industry standards. **TOWING:** Reimbursement up to fifty dollars (\$50) per covered breakdown.

### **ESSENTIAL COVERAGE** includes Powertrain Plus, plus the following:

**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. **(Exclusions are belts, hoses, heater core, blower motors and electronic switches.)** **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; electronic ignition module. **SUSPENSION:** Upper & lower control arms; wheel bearings. **DIAGNOSTICS:** Diagnostics are covered only in conjunction with a **Covered Repair** up to one (1) hour labor, except where the proper repair is obvious to the normal sense of sight, touch, smell and/or sound. **RENTAL CAR REIMBURSEMENT:** In the event that a **Covered Repair** requires labor in excess of eight (8) hours, **You** are reimbursed up to thirty-five dollars (\$35) per day for a maximum of five (5) days. **ROADSIDE ASSISTANCE & TOWING:** 1-866-293-3543. Details on Terms & Conditions Page. **TRAVEL/LODGING REIMBURSEMENT:** In the event that a **Mechanical Breakdown** causes **You** to be stranded overnight and **Covered Repairs** are completed more than one hundred (100) miles from **Your** home, **We** will reimburse **You** for lodging and meals incurred by **You** between the date of the **Mechanical Breakdown** and the date that the **Covered Repairs** are completed; the limit of this reimbursement per claim is three hundred dollars (\$300) not to exceed one hundred dollars (\$100) per twenty-four (24) hour period.

**SENSOR PACKAGE (optional, surcharge applies, available only on Essential Plans):** Oxygen sensor (O<sub>2</sub>); mass air flow (MAF); manifold absolute pressure (MAP).

### **COMPREHENSIVE COVERAGE** includes Powertrain Plus, Essential, and the Sensor Package, plus the following:

**COMP. ENGINE:** Engine mounts; timing belt tensioner; timing & valve covers; transmission mounts; flywheel/flex plate; harmonic balancer. **COMP. AIR CONDITIONING:** Expansion valve; orifice tube; POA valve; compressor mounting brackets; evacuation & recharge. (Evacuation & recharge is only covered as a result of a covered A/C system repair.) **COMP. BRAKES:** Pressure differential switch; parking brake control pedal/lever; backing plates; vacuum booster pump. **COMP. COOLING:** Heater core; serpentine belt tensioner; bearing & pulley; heater blower motor; blower motor resistor; blower motor switch; heater control valve; radiator shroud & brackets. **COMP. ELECTRICAL:** Power trunk release; 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; trunk pull down motor; turn signal switch; wiper module & delay switch; idle air control motor (IAC); idle air control valve (IAC). **COMP. FLUIDS:** R134 refrigerant/freon. **COMP. STEERING:** Idler arm & bushings; pitman arm; power steering pump pulley; mounting brackets & reservoir; tie rods, tie rod ends & sleeves; steering shaft pivot joint. **COMP. 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. **COMP. SENSORS:** Throttle position sensor (TPS). **COMP. FUEL SYSTEM:** Injectors; metering valve/pressure regulator; lines & fittings; fuel gauge sending unit; fuel tank (only as a result of corrosion). **COMP. 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.

**TECHNOLOGY PACKAGE (optional, surcharge applies, available only on Comprehensive Plans):** **Air Conditioning System:** Control cables; ducts & plenum doors; electronic climate control head. **Electronics Systems:** AM/FM radio; cassette & CD player; cruise control assembly; electronic driver information center display; heated seat elements; power seat processor/module; power seat relays; power window relays; trunk/tailgate lift motor. **Sensors:** Camshaft position sensor; crankshaft position sensor; fuel injector sensors; spark control detonation sensor (knock); 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:** Center link, drag link & bushings; main & intermediate shaft. **Suspension:** Control module/processor; electronic & variable suspension struts. **Powertrain:** Transfer case control module; powertrain control module (PCM); engine control unit (ECU); transmission control unit (TCU).

**EXCLUSIONARY COVERAGE includes:**

All parts of the vehicle covered by the Manufacturer's Basic Warranty except for parts listed under the "EXCLUSIONS FROM COVERAGE" section of this **Contract**.

**EXCLUSIONARY WRAP COVERAGE includes:**

All parts of the vehicle covered by the Manufacturer's Basic Warranty except for parts: (1) Listed under the Manufacturer's Powertrain Warranty; (2) Parts listed under the "EXCLUSIONS FROM COVERAGE" section of this **Contract**.

**LUXURY PACKAGE (optional, surcharge applies, available only on Exclusionary and Exclusionary Wrap Plans):** Factory installed navigation system; navigation system display unit; navigation system control module; navigation system antenna; infrared system; proximity pass key & sensor.

**EXCLUSIONS FROM COVERAGE:** Replacement or repair costs of maintenance items such as, but not limited to spark & glow plugs; distributor cap & rotor; fuses, fusible links & circuit breakers; electrical cables & wires; drive belts; filters; batteries. Replacement or repair costs of manual transmission clutch components & release bearing; brake drums, shoes, rotors & pads; audio system wiring & speakers; intelligent & laser cruise control components; near object avoidance systems; seal beams, light bulbs & lenses; video system components & telephones; exhaust & emission components; catalytic converter; expansion/freeze plugs; airbag & safety restraint systems; interior appliances, carpets, trim, upholstery & cup holders; spark plug wiring & connectors; all hoses (except for brake hoses); nuts, bolts, studs, clamps, fasteners, retainers & etc.; shock absorbers & struts (except for electronic & variable struts); exterior air/water leaks & noise; body parts & mounts, panels & chassis frame; wiper blades, bumpers, bright metal & moldings; glass, mirror glass & paint; vinyl & convertible tops; convertible/sunroof frame & assembly, weather-strips; tires & wheels; navigation system components (except Luxury Package) & hybrid system components. Charges for shop supplies; freight; hazardous waste disposal; wheel alignment; tire balance.

**WARRANTY REMAINING OPTION (optional, surcharge applies):** If this option is selected, **Contract** time begins at the expiration of the OEM's Basic Warranty and at zero (0) miles.

**NO WORRIES, JUST DRIVE PACKAGE (optional, surcharge applies, available only on Essential, Comprehensive, Exclusionary and Exclusionary Wrap Plans with terms of 12 months or longer):** See details in Terms & Conditions.

## TERMS & CONDITIONS

**1. IMPORTANT DEFINITIONS:** You should understand the following terms, which are **Boldfaced** throughout this **Contract Application**.

- **Contract Application** means this offer by the **Customer** identified on front page of this document, to purchase this vehicle service **Contract**.
- **Contract** means an accepted **Contract Application** by the **Administrator**.
- **You, Your,** and/or **Contract Holder** refers to the **Customer** applying for the purchase of this **Contract**.
- **We, Us, Our, Obligor, Administrator,** and/or **GWC** means the **GWC Warranty Corporation**, the party processing claims and **Contract Applications**, and the party **Contractually Obligated** to the **Contract Holder** under the terms of this **Contract**; or in a **Dealer Obligor** designated state, the **Selling Dealer**. See Special State Requirements/Disclosures for exceptions.
- **Coverage** means the choice of **Coverage** made by **You; Powertrain Plus, Essential, Comprehensive, Exclusionary,** or **Exclusionary Wrap**.
- **Covered Component(s)** means those items specifically listed in this **Contract Application** under **Powertrain Plus, Essential,** or **Comprehensive,** or all items except those specifically excluded in this **Contract Application** under **Exclusionary** and **Exclusionary Wrap,** respective of **Your Coverage**.
- **Covered Repair** means the repair or replacement of any **Covered Component** that has failed as a result of a **Mechanical Breakdown** and is approved by the **Administrator** in advance.
- **Deductible** means the amount that **You** will need to pay per repair visit, as determined by the selection **You** made on the face of this **Contract Application**.
- **Mechanical Breakdown** means the inability of any **Covered Component** to perform the function for which it was designed due to defects in material or workmanship. **Mechanical Breakdown** does not include the gradual reduction in operating performance where a failure has not occurred.
- **Selling Dealer** means the dealer identified on the face of this **Contract Application**.
- **Vehicle** means the vehicle described on the face of this **Contract Application**.

**2. TERM AND CONTRACT:** This **Contract Application** will be **Your Contract**, from the date of receipt and acceptance by **GWC**, and will remain valid for the period selected or maximum mileage of **Your Coverage**, whichever occurs first. The **Administrator** will send **You** an Identification Card upon acceptance of this **Contract Application**. **We** reserve the right to accept or refuse any **Contract Application**. Any claims made after the expiration of this **Contract** shall be denied without regard to the date of the **Mechanical Breakdown**. It is acknowledged by **You** and **Us** that the **Selling Dealer** has no authority to change, amend, or otherwise modify any terms of this **Contract**.

**3. COVERAGE:** **We** agree to repair, replace, or reimburse **You** the cost of repairing or replacing a **Covered Component** on the **Vehicle** as a result of a **Mechanical Breakdown** arising out of the normal use of **Your Vehicle**, less **Your Deductible**, provided that **We** have given prior authorization before repairs begin. This **Contract** is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this **Contract**.

- **RENTAL CAR COVERAGE:** In the event that a **Covered Repair** requires labor in excess of eight (8) hours, **We** will provide rental car reimbursement of no more than thirty-five dollars (\$35) per day for a total of no more than five (5) days, not to exceed one hundred seventy-five dollars (\$175). Delays caused by unavailability of parts, shipping, and repair facility schedules, or other factors do not qualify for rental car reimbursement. If the **NO WORRIES, JUST DRIVE PACKAGE** is purchased, there is no minimum labor hour requirement in order for **Covered Repairs** to receive rental car reimbursement within the above limits. **Not available on Powertrain Plus.**
- **TRAVEL/LODGING REIMBURSEMENT:** In the event that a **Mechanical Breakdown** causes **You** to be stranded overnight and **Covered Repairs** are completed more than one hundred (100) miles from **Your** home, **We** will reimburse **You** for lodging and meal expenses incurred by **You** between the date of the **Mechanical Breakdown** and the date that the **Covered Repairs** are completed. The limit of this reimbursement per claim is three hundred dollars (\$300) not to exceed one hundred dollars (\$100) per twenty-four (24) hour period. If the **NO WORRIES, JUST DRIVE PACKAGE** is purchased, in the event that a **Mechanical Breakdown** causes **You** to be stranded overnight and **Covered Repairs** are completed more than fifty (50) miles from **Your** home, **We** will reimburse **You** for lodging and meal expenses incurred by **You** between the date of the **Mechanical Breakdown** and the date that the **Covered Repairs** are completed. The limit of this reimbursement per claim is one thousand dollars (\$1,000) not to exceed two hundred fifty dollars (\$250) per twenty-four (24) hour period. **Not available on Powertrain Plus.**

**4. PARTS:** Replacement of **Covered Components** may be made with parts of like, kind, or quality and may be new, remanufactured, rebuilt, exchanged, or serviceable used components as are customarily used in the automobile industry and approved by the **Administrator**.

**5. LABOR:** Labor charges shall be based on the current *AllData Labor Guide* and hourly rates shall be within accepted industry standards.

**6. DEDUCTIBLE:** **You** shall pay a **Deductible** per repair visit, as determined by the selection **You** have chosen on this **Contract Application**. A standard one hundred dollar (\$100) **Deductible** will apply if no box is checked. If selected by **You**, an optional fifty dollar (\$50) **Deductible** or an optional zero dollar (\$0) **Deductible** will apply per repair visit. Optional buy-down must be paid for in advance. If the **NO WORRIES, JUST DRIVE PACKAGE** is purchased, a zero dollar (\$0) **Deductible** will apply per repair visit.

**7. LIMITS OF LIABILITY:** Our obligations to perform under this **Contract** shall cease when the cumulative benefits paid or payable under this **Contract** exceed the average value of the **Vehicle** at the time of loss as determined by the current NADA Official Used Car Guide® retail price, or the selling price of the **Vehicle**, whichever is less. **We** shall not be responsible for lost wages, lost time, loss of use, commercial loss, or any other consequential or incidental damages. These exclusions may not apply to **You**, as state law varies. **We** shall not be responsible for any liability arising from 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 **Mechanical Breakdown**. **We** are not responsible for faulty parts or labor provided by others during the course of a **Covered Repair**.

• **FORD MOTOR CREDIT (FMC) CUSTOMERS:** Our obligations to perform under this **Contract** shall cease when the cumulative benefits paid or payable under this **Contract** exceed the selling price of the **Vehicle**. Per claim, **We** will pay up to the NADA Official Used Car Guide® retail price of the **Vehicle** at the time of loss.

**8. RIGHTS OF RECOVERY:** If **You** receive any benefits under this **Contract**, **GWC** will be entitled to all of **Your** rights of recovery against any vehicle manufacturer, repair facility, or any other party who may be responsible to **You** for any costs covered by this **Contract** or for any claims paid by **Us**. This includes any cost or benefit for which a vehicle manufacturer has announced its responsibility including 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 **Contract** and **Our** rights of recovery.

**9. EXCLUSIONS (WHAT IS NOT COVERED):** This **Contract** provides no benefits and **GWC** has no obligation under the **Terms & Conditions** set forth for what is not covered herein listed below.

- Any **Mechanical Breakdown** costs covered by a manufacturer's warranty, recall, factory technical service bulletins, or any other **Mechanical Breakdown** coverage that would assume responsibility for any cost or benefit contained within the **Terms & Conditions** of this **Contract**.
- **Repair or replacement of any Covered Component when it has been determined that the condition existed prior to the purchase of this Contract and was known to You or reasonably should have been known to You.** Consequential damages are not covered.
- **Repair or replacement of any Covered Component when the Mechanical Breakdown information provided by You, or the repair facility, cannot be verified as accurate or is found to be deceptively inaccurate by the Administrator.**
- Any **Covered Component** which has not experienced a **Mechanical Breakdown** but which a repair facility recommends to be repaired or replaced.
- Repairs without Administrator's prior authorization and issuance of a claim authorization number.
- Repairs to **Covered Components** caused by the failure of a non-covered component.
- Any **Mechanical Breakdown** caused by contamination of or lack of proper levels of fuel, coolants, lubricants, or fluids. This includes fluid leaks. Contamination means unintended presence or introduction of contaminants.
- Sales Tax on parts or services, unless otherwise required by State Law.
- Commercial vehicles, including but not limited to, private contractor, taxi, police and fire, emergency vehicles, vehicles greater than one ton capacity, rental vehicles, commercial towing, high cube vans, vehicles equipped with snow plows, dump beds, hoisting or lifting accessories attached.
- Vehicles altered or customized by **You** or with **Your** knowledge beyond original factory specification, including but not limited to, oversized and undersized tires, lowered suspensions, raised suspensions (unless surcharge is paid), or frame kits.
- **Mechanical Breakdown** damage resulting from improper previous repairs.
- Repairs required because of collision, modification, abuse, overheating, fire, theft, freezing, vandalism, Acts of God, or any loss that is insurable under standard physical damage coverage whether or not such insurance may be in force with **Your Vehicle**.
- **Mechanical Breakdown** arising out of negligence or continued operation of an impaired **Vehicle**.
- Excessive oil consumption, loss of compression, or gradual reduction in performance not associated with the **Mechanical Breakdown** of a **Covered Component**.
- Any **Vehicle** determined to be a previous flood vehicle.
- Any loss when **Your Vehicle's** odometer has been tampered with, altered, allowed to remain nonfunctional, disconnected, or broken, while owned by **You** or with **Your** knowledge.
- Aftermarket accessories or non-original equipment not installed by the **Vehicle Manufacturer** while owned by **You**.
- Faulty parts or labor provided by others during the course of a **Covered Repair**.
- Any **Mechanical Breakdown** not occurring in the United States or Canada.

**10. CLAIMS PROCEDURE(S):** In the event of a **Mechanical Breakdown**, **You** agree to take immediate action to protect the **Vehicle** from further damage and to do the following:

- Take **Your Vehicle** to a licensed and reputable repair facility.
- If **You** require assistance in locating a repair facility, contact **GWC** Customer Service at 1-800-482-7357 to obtain a referral to a **GWC** preferred repair facility.
- If **Your Vehicle** cannot be driven without further damage, **You** should call 1-866-293-3543 for Roadside Assistance & Towing. This service is available twenty-four (24) hours a day, seven (7) days a week. See section #15 **ROADSIDE ASSISTANCE AND TOWING** for more information.
- **Your** mechanic must initiate **Your** claim by contacting **GWC** Claims Department at 1-800-482-7357.
- **DIAGNOSTICS AND AUTHORIZATION:** Before any repairs begin, **Your** mechanic must contact **Us** before **You** approve any diagnostics and/or teardown to verify that this **Contract** is in force and valid. **Your** repair facility will provide **Us** with the nature of the repairs, estimated parts, and labor charges. Provided that the repair is covered by this **Contract**, **GWC** will issue a Claim Authorization Number and will cover up to one (1) hour of diagnostic charges at the agreed hourly labor rate of the repair facility, except where the proper repair is obvious to the normal sight, touch, smell, and/or sound (**Diagnostic charges are EXCLUDED on Powertrain Plus Plans**). **DO NOT HAVE ANY WORK DONE ON THE VEHICLE UNTIL A CLAIMS AUTHORIZATION NUMBER IS ISSUED TO YOUR REPAIR FACILITY BY GWC.** **GWC** reserves the right to inspect the **Vehicle** before any repairs begin. In addition, **GWC** reserves the right to move the **Vehicle** to a repair facility of **Our** choice, at **Our** expense.
- **DOCUMENTATION:** **Our** Claim Authorization Number must appear on all invoices and supporting documents submitted to **GWC**, P.O. Box 7900, Wilkes-Barre, PA 18773, Fax: 1-855-401-0448 for payment. In addition, **You** must supply the following information on all approved repair orders:
  - 1) Repair facility name, address, and phone number with area code,
  - 2) **Your** name, address, phone number with area code, and signature,
  - 3) **Vehicle** description, Year, Make, Model, VIN, and current mileage,
  - 4) Repair Facility Part and Labor warranty/guarantee,
  - 5) An itemized invoice or repair order of the **Mechanical Breakdown**.

**11. YOUR OBLIGATIONS:** In addition to the other provisions of this **Contract**, and, in order to receive Coverage and benefits under the **Terms & Conditions** of this **Contract**, **You** must:

- Acknowledge that, by signing this **Contract Application**, the **Vehicle** is in good working order at time of sale.
- Make sure that all gauges, odometer, and warning sensors and lights are working properly at all times. The **Vehicle's** odometer must remain functional at all times.
- Always monitor the **Vehicle's** gauges and warning lights and, in case of a problem, find the first safe place and pull the **Vehicle** to the side of the road.
- At **Your** expense, 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.
- Acknowledge that, prior to authorizing any repairs for a **Mechanical Breakdown** of a **Covered Component**, **We** reserve the right to require proof of routine scheduled maintenance as outlined above.

**12. TRANSFER(S), RENEWAL(S), AND UPGRADE(S):**

- **TRANSFERS:** This **Contract** is transferable one time and for the duration of the original term to a subsequent purchaser of the **Vehicle** upon **Our** receipt of a written transfer

request from **You** within thirty (30) days of the sale or transfer of the **Vehicle**. There is a transfer fee of one hundred dollars (\$100). If the NO WORRIES, JUST DRIVE PACKAGE is purchased, transfer fee is zero dollars (\$0). This **Contract** cannot be transferred to another vehicle. In the event that **We** do not receive proper notice, this **Contract** shall become null and void.

- **RENEWALS:** This **Contract** may be renewed. To renew this **Contract**, the **Vehicle** must meet the **Administrator's** underwriting criteria at time of renewal. **Your** request for renewal must be made within fifteen (15) days or five hundred (500) miles prior to the expiration of this **Contract**. The effective date of the future contract begins one day after the expiration date of this **Contract**.
- **UPGRADES:** **You** may be eligible to upgrade this **Contract** provided that the **Contract** is a ninety (90) day or one hundred and eighty (180) day term; **You** request the upgrade through the **Selling Dealer** thirty (30) days or one thousand (1,000) miles prior to the expiration of the qualifying **Contract**; the **Vehicle** meets the **Administrator's** underwriting criteria for the term selected at the time of upgrade; and additional payment is received by **Selling Dealer** for the upgraded **Coverage**. The original **Contract** purchase price will be credited to the new term. The upgraded contract's start date will remain the same as the date of sale indicated on the face of this **Contract Application**.

### **13. CANCELLATION(S) AND REFUND(S):**

- Only in the event that the **Vehicle** is declared a total loss by the insurance company insuring the **Vehicle**, or the **Vehicle** is validly repossessed by the **Contract Holder's** lender, will **We** and the **Selling Dealer** refund a pro rata portion of the **Contract** purchase price. **We** shall issue a pro rata refund of the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**, deducting any claims paid or approved for payment by **Us** and a fifty dollar (\$50) service charge. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**.
- The **Selling Dealer** will refund their unearned portion of the **Customer's** total **Contract** price. In the event the **Selling Dealer** cannot return their unearned portion of the **Customer's** total **Contract** price due to bankruptcy, insolvency, or otherwise is out of business, **We** shall refund the **Selling Dealer's** unearned portion to the **Customer**.
- **Furthermore, it is understood and agreed to between You and Us** that the **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** for one or more of the following reasons: (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet **Our** underwriting criteria; or (c) Non-payment or partial payment by the **Selling Dealer** for this **Contract**. In the event of an **Administrator** imposed cancellation, the refund amount will be calculated by pro-rating the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on the **Contract**, deducting any claims paid by **Us** and a fifty dollar (\$50) service charge.
- **ALLY BANK CUSTOMERS:** If this **Contract** is cancelled within the first thirty (30) days, **You** will receive a full refund of the **Contract** purchase price. If this **Contract** is cancelled after the first thirty (30) days, **We** shall issue a pro rata refund of the amount received by **Us** from the **Selling Dealer** to **You** or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, deducting any claims paid by **Us** and a fifty dollar (\$50) service charge.
- **FORD MOTOR CREDIT (FMC) CUSTOMERS:** **You** may request a refund at any time during the term of the **Contract**. In the event the **Vehicle** is declared a total loss or the **Vehicle** is validly repossessed, **FMC** may request a refund at any time during the term of the **Contract**.
- **TOYOTA FINANCIAL SERVICES (TFS) CUSTOMERS:** **You** may request a refund at any time during the term of the **Contract**. In the event the **Vehicle** is declared a total loss or the **Vehicle** is validly repossessed, **TFS** may request a refund at any time during the term of the **Contract**. The applicable transfer fee from section #12 is reduced to seventy-five (\$75) dollars for **TFS** customers. The following amends the 9th bullet in section #9 **EXCLUSIONS (WHAT IS NOT COVERED)**: Commercial vehicles are eligible for **Coverage**, excluding vehicles used for: competitive driving, taxi or livery, snow plowing, use for hire to the public or use to transport people for hire, municipal or professional emergency or police services and use for towing trailers whose weight exceeds the manufacturer's recommendations for that vehicle.
- Cancellation terms and conditions may vary by state. See the SPECIAL STATE DISCLOSURES/REQUIREMENTS for any special state cancellation provision.

**14. NO WORRIES, JUST DRIVE PACKAGE: (optional, surcharge applies, available on Essential, Comprehensive, Exclusionary and Exclusionary Wrap Plans with terms of 12 months or longer):** If purchased, this package includes twenty-five dollars (\$25) towards **Your** purchase of gas, payable by gift card mailed to **You** with your Identification Card; a maintenance reimbursement voucher of twenty-five dollars (\$25) towards **Your** first regular maintenance service. The maintenance reimbursement voucher will be mailed to **You** with **Your** Identification Card and expires ninety (90) days from the date the **Contract Application** is signed; a zero dollar (\$0) **Deductible** will apply per repair visit; a transfer Fee of zero dollars (\$0) will apply, see section #12 **TRANSFER(S), RENEWAL(S), AND UPGRADE(S)** for details; an upgraded rental car reimbursement, see section #3 **COVERAGE** for details; an enhanced Travel/Lodging reimbursement, see section #3 **COVERAGE** for details; upgraded Roadside Assistance benefits, see section #15 **ROADSIDE ASSISTANCE AND TOWING** for information regarding towing, fluid delivery, and windshield repair; and a twelve month (12) subscription to IdentityForce. The identity protection service begins forty-eight (48) hours after **Your** enrollment information is received by IdentityForce. Identity Theft Insurance and Identity Restoration Service are automatically activated when identity protection service begins. **You** must complete registration at IdentityForce.com to activate other program benefits. Identity Monitoring does not cover credit card transactions and the scope of service may vary. Identity Theft Insurance provided under a Master Insurance Policy underwritten by AIG. A summary of the insurance policy and applicable program terms and conditions are available at [www.identityforce.com](http://www.identityforce.com).

**15. ROADSIDE ASSISTANCE AND TOWING: (Not available on Powertrain Plus Plans)** Services administered to **You** by Quest Towing, LLC. In the event that the **Vehicle** becomes disabled, please call Toll Free 1-866-293-3543. **You** will be asked to provide the current odometer reading of the **Vehicle** and **Your** **GWC Contract** Number listed on **Your** Identification Card. Please have this information ready when the call is made. **You** will be provided the following roadside benefits during the term of this **Contract**:

- **TOWING:** The roadside service provider will tow the **Vehicle** to the location of **Your** choice within ten (10) miles of disablement, or if greater than ten (10) miles from disablement, to the nearest dealer or licensed and reputable repair facility. If the NO WORRIES, JUST DRIVE PACKAGE is purchased, the roadside service provider will tow the **Vehicle** to the location of **Your** choice within twenty-five (25) miles of disablement, or if greater than twenty-five (25) miles from disablement, to the nearest dealer or licensed and reputable repair facility.
- **TIRE CHANGES:** The roadside service provider will come to the **Vehicle** location and replace a flat tire with **Your** inflated spare. Repair or replacement cost of the tire is **Your** responsibility.
- **FLUID DELIVERY:** The roadside service provider will come to the **Vehicle** location to deliver normal types of emergency fluids needed to get the **Vehicle** to the nearest service facility, i.e. gas, oil, water, etc. Cost of gas, oil, etc. will be **Your** responsibility. If the NO WORRIES, JUST DRIVE PACKAGE is purchased, the roadside service provider will cover the cost of three (3) gallons of gas.
- **LOCKOUT SERVICE:** The roadside service provider will come to the **Vehicle** location to unlock the doors of the **Vehicle** or provide assistance if the key is lost or broken. Key replacement cost is **Your** responsibility.
- **DEAD BATTERY JUMP-STARTS:** The roadside service provider will come to the **Vehicle** location to jump-start a dead battery.
- **WINDSHIELD REPAIR:** If the NO WORRIES, JUST DRIVE PACKAGE is purchased, Quest will assist you in the event your windshield is damaged. Quest will schedule and pay for repair services for **You**. In the event the crack cannot be repaired, eighty dollars (\$80) will be credited to the replacement of the windshield. Quest will schedule the replacement services for **You**. The costs of windshield replacement, less the eighty dollar (\$80) credit, will be **Your** responsibility. To obtain benefits, services must be set up through Quest. This is not a reimbursement program.

### **16. ARBITRATION PROVISION: READ THE FOLLOWING ARBITRATION PROVISION ("Provision") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.**

As used in this **Provision**, "**You**" and "**Your**" shall mean the person or persons named in this **Contract Application**, and all of his/her, survivors, assigns, and representatives; and, "**We**" and "**Us**" shall mean the **Administrator**, as identified above, and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort, or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this **Contract** or any prior Vehicle Service Contract, and the purchase thereof; or (2) the validity scope, interpretation, and enforceability of this **Provision** or the entire Agreement ("**Claim**"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration

Rules of the AAA in effect at the time the **Claim** is filed. The terms of this **Provision** shall control any inconsistency between the AAA's Rules and this **Provision**. **You** may obtain a copy of the AAA's Rules by calling 1-800-778-7879. Upon written request, **We** will advance to **You** either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether **You** or **We** will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This **Provision** is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Provision.** This **Provision** shall inure to the benefit of and be binding on **You** and **Us** and this **Provision** shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this **Contract**. **You** agree that any arbitration proceeding will only consider **Your Claims**. **Claims** by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your Claims**. **You and We understand and agree that because of this Provision neither You nor Us will have the right to go to court except as provided above and to have a jury trial or to participate as any member of a class of claimants to any Claim.**

#### **17. PRIVACY:**

- To review the General Policy of **GWC**, please visit <http://www.gwcwarranty.com/Contact/PrivacyNotice.aspx>.
- To review the General Privacy Policy of American Bankers Insurance Company of Florida, an Assurant Solutions company, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.

## **SPECIAL STATE DISCLOSURES/REQUIREMENTS**

**The following state specific requirements are added to, become part of Your Contract, and supersede any other provisions to the contrary.**

**ALABAMA:** The following replaces the first paragraph under section **#13 CANCELLATION(S) AND REFUND(S)**: **You** may return this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You**, or within ten (10) days after the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. The right to void this **Contract** applies only to the original **Contract Holder**. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, **You** will receive a pro rata refund of the **Contract** purchase price. **We** shall issue a pro rata refund of the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**, less a twenty-five dollar (\$25) service charge. No claim incurred or paid shall be deducted from the amount to be returned to **You** in the event of any cancellation refund. A ten percent (10%) penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after the **Selling Dealer** receives **Your** request for cancellation. If this **Contract** is canceled by **Us**, notice of cancellation stating the effective date of cancellation and reason for cancellation will be mailed to the last known address at least five (5) days prior to the cancellation date. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**.

**ARIZONA:** The following amends the first sentence under section **#2 TERM AND CONTRACT**: This **Contract** shall be in effect as of the date purchased by **You** and shall remain in force until the expiration date of either the time or mileage limitations identified on the face of this **Contract Application**, whichever occurs first. Any claims made after the expiration of this **Contract** shall be denied without regard to the date of the **Mechanical Breakdown**. Payment to the **Dealer** will be understood as payment to **GWC**. The following is added to section **#13 CANCELLATION(S) AND REFUND(S)**: This **Contract** may not be cancelled or voided due to (1) pre-existing conditions not known by **You** at time of sale; (2) acts or omissions by **Us** or the **Selling Dealer**; or (3) subcontractors' failure to provide correct information or perform the services or repairs in a timely, competent, and workmanlike manner. No claim incurred or paid shall be deducted from the amount to be returned to **You** in the event of a cancellation refund. The following is added to section **#16 ARBITRATION PROVISION**: This **Provision** does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Suite 210, Phoenix, AZ 85018-7269, Attn: Consumer Affairs.

**ARKANSAS:** The following replaces the first paragraph under section **#13 CANCELLATION(S) AND REFUND(S)**: **You** may return this **Contract** within the first thirty (30) days after the date of sale indicated on the face of this **Contract Application** and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price, less a service charge of fifty dollars (\$50). If **You** cancel this **Contract** after the first thirty (30) days or if a claim has been filed, **You** will receive a pro rata refund of the **Contract** purchase price. **We** will issue a pro rata refund of the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**, less a fifty dollar (\$50) service charge. No claim incurred or paid shall be deducted from the amount to be returned to **You** in the event of any cancellation refund. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**.

**CALIFORNIA:** A copy of the **Contract Application** is available from the **Selling Dealer** for **You** to review prior to purchase. **GWC** is a licensed service contract provider in the state of California. **Our** license number is #OD73710. Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **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: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, the telephone number is 1-866-306-6694. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

The following replaces the definition of **Mechanical Breakdown** under section **#1 IMPORTANT DEFINITIONS**: **Mechanical Breakdown** or **Covered Component Failure** means the failure of a **Covered Component** under normal service due to defects in material or parts. A **Covered Component** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

The words "at the time of loss" in section **#7 LIMITS OF LIABILITY** are replaced with "immediately prior to breakdown".

The following amends the second and third bullets in section **#9 EXCLUSIONS (WHAT IS NOT COVERED)**:

- **Repair or replacement of any Covered Component when it has been determined that the condition existed prior to the purchase of this Contract and was known to You. Consequential damages are not covered.**
- **Repair or replacement of any Covered Component when the Mechanical Breakdown information provided by You is inaccurate.**

The following sentences are added to section **#10 CLAIMS PROCEDURE(S)**: Take **Your Vehicle** to a licensed repair facility. Questions or unresolved complaints may be directed to the California Department of Insurance at 1-800-927-4357. The following replaces section **#13 CANCELLATION(S) AND REFUND(S)**:

- If this **Contract** is canceled within the first sixty (60) days for New Vehicles or the first thirty (30) days for Used Vehicles, **We** will refund the entire **Contract** purchase price if no claims have been filed. If a claim has been filed, **You** will receive a portion of the **Contract** purchase price. **We** shall issue a pro rata refund of the **Contract** purchase price based on the lesser of the remaining time or mileage on the **Contract**. If this **Contract** is canceled after the first sixty (60) days for New Vehicles or the first thirty (30) days for Used Vehicles, **You** will receive a portion of the **Contract** purchase price. **We** shall issue a pro rata refund of the **Contract** purchase price based on the lesser of the remaining time or mileage on the **Contract**, less a service charge of ten percent (10%) of the **Contract** purchase price or twenty-five dollars (\$25), whichever is less. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. If no **Lien Holder** was used to purchase the vehicle service contract, **You** will receive the refund check per the terms outlined above. All cancellation requests can be submitted through the **Selling Dealer**, the **Lien Holder**, or **Us**, and will be processed by **GWC**.
- **Furthermore, it is understood and agreed to between You and Us** that the **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** within sixty (60) days from the date on the face of this **Contract Application** for one or more of the following reasons: (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet **Our** underwriting criteria; (c) Non-payment or partial payment for this **Contract**; or (d) If **You** fail to maintain the **Vehicle** as per the manufacturer's recommendations and negligence creates a **Mechanical Breakdown**. After sixty (60) days, the **Administrator** can only cancel this **Contract** for (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) Non-payment or partial payment for this **Contract**. In the event of an **Administrator** imposed cancellation, notice of cancellation will be mailed to **You** stating the specific grounds for cancellation and cancellation will be effective five (5) days after the postmark date of the notice. **You** will receive a refund within thirty (30) days of the date of cancellation for a portion of the **Contract** purchase price. The refund will be calculated by pro rating the **Contract** purchase price based on the remaining time on the **Contract**. **We** are liable to any claim that is initiated in accordance with section **#10 CLAIMS PROCEDURE(S)** prior to the effective date of cancellation.

Section **#16 ARBITRATION PROVISION** is stricken in its entirety.

**COLORADO:** Our obligations to perform under this **Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. You may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Policy # SFM-3054-CO-1-2. Please call 1-866-306-6694 for instructions.

**CONNECTICUT:** The following is added to section #2 TERM AND CONTRACT: If the **Vehicle** is in a repair facility at the time of expiration for this **Contract**, the expiration date will automatically be extended until the **Covered Repair** is complete. The following is added to section #13 CANCELLATION(S) AND REFUND(S): You have a right to cancel this **Contract** if You return the **Vehicle** to the **Selling Dealer** at which this **Contract** was purchased or if the **Vehicle** is sold, lost, stolen, destroyed, or returned. In addition, section #2 TERM AND CONTRACT and section #16 ARBITRATION PROVISION of this **Contract** are amended to include the following: RESOLUTION OF DISPUTES: You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair, and a copy of this **Contract**.

**GEORGIA:** The following is added to section #2 TERM AND CONTRACT: Payment to the **Dealer** will be understood as payment to **GWC**. The following amends section #10 CLAIMS PROCEDURE(S), DIAGNOSTICS AND AUTHORIZATION: Provided that the repair is covered by this **Contract**, **GWC** will cover the diagnostic and tear-down charges for **Covered Repairs** at the agreed hourly labor rate of the repair facility. The following amends the third bullet in section #9 EXCLUSIONS (WHAT IS NOT COVERED): • **Repair or replacement of any Covered Component when the Mechanical Breakdown information provided by You cannot be verified as accurate or is found to be deceptively inaccurate by the Administrator.**

Section #13 CANCELLATION(S) AND REFUND(S) is deleted in its entirety and replaced with the following:

- You may return this **Contract** within the first sixty (60) days after the date of sale indicated on the face of this **Contract Application** and, if there are no claims, You will receive a full refund of the entire **Contract** purchase price upon written notice of cancellation. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, You will receive a pro rata refund of a portion of the **Contract** purchase price. We shall issue a pro rata portion of the amount received by Us from the **Selling Dealer** to You or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. All cancellation requests must be made through the **Selling Dealer**. If the **Selling Dealer** has gone out of business, You can submit your cancellation request directly to Us. In the event of a cancellation, the **Lien Holder**, if any, will be named on the cancellation check as their interest may appear.
- The **Selling Dealer** will refund their unearned portion of the **Your** total **Contract** price. In the event the **Selling Dealer** cannot return their unearned portion of the **Your** total **Contract** price due to bankruptcy, insolvency, or otherwise is out of business, We shall refund the **Selling Dealer's** unearned portion to the **You**.
- The **Lien Holder** must hold power of attorney in order to cancel the **Contract** for non-payment.
- We may not cancel this **Contract**, except for fraud, material misrepresentation, or non-payment by You. Notice of such cancellation by Us must be in writing and given at least ten (10) days prior to cancellation for non-payment and thirty (30) days prior to cancellation for any other reason. If We cancel the **Contract**, refunds will be issued on a pro rata basis.

Section #16 ARBITRATION PROVISION is stricken in its entirety.

**HAWAII:** The following is added to section #13 CANCELLATION(S) AND REFUND(S): Upon return of the service **Contract** to the **Us** within the applicable time period, if no claims have been made under the **Contract** prior to its return to **Us**, the **Contract** shall be void and We shall refund the full purchase price of the **Contract** to You or **Lien Holder**. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty five (45) days after the return of the **Contract** to **Us**. Upon cancellation by **Us**, We shall mail to You, at least five (5) days prior to cancellation, a written notice of cancellation that states the effective date of the cancellation, at Your last known address. No prior notice shall be required if cancellation is for: 1) nonpayment of provider's fee for the service provided under the **Contract**, 2) a material misrepresentation by You to **Us**, or 3) a substantial breach of duties of You under the **Contract**, relating to a covered product or its use.

**IDAHO: Coverage** afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guaranty Association. The following replaces the first paragraph of section #13 CANCELLATION(S) AND REFUND(S): You may return this **Contract** within the first thirty (30) days after the date of sale indicated on the face of this **Contract Application** and, if no claims have been made, the **Contract** is void and You will receive a full refund of the entire **Contract** purchase price less fifty dollars (\$50) service charge. This right to void this **Contract** only applies to the original **Contract Holder**. If a claim has been filed under this **Contract** or if You cancel this **Contract** after the first thirty (30) days according to the terms and conditions listed in this **Contract**, You will receive a refund of a portion of the **Contract** purchase price. We shall refund a pro rata portion of the amount received by Us from the **Selling Dealer** to You or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, deducting any claims paid by **Us** and a fifty dollar (\$50.00) service charge. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**. The following is added to section #10 CLAIMS PROCEDURE(S): In the event of emergency repairs essential to public health, safety, or welfare and You are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with the claims procedure terms and conditions in this **Contract**.

**ILLINOIS:** The following is added to section #13 CANCELLATION(S) AND REFUND(S): This **Contract** is cancelable and refundable upon Your request. You may return this **Contract** within the first thirty (30) days after the date of sale indicated on the face of this **Contract Application** and, if no service has been provided, You will receive a full refund of the **Contract** purchase price. If this **Contract** is canceled after the first thirty (30) days or if services have been rendered, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**. The service charge for cancellation of this **Contract** in Illinois is either ten percent (10%) of the **Contract** purchase price or fifty dollars (\$50), whichever is less.

**INDIANA:** Your proof of payment to the **Selling Dealer** for this **Contract** shall be considered proof of payment to American Bankers Insurance Company of Florida, which guarantees Our obligations to perform under this **Contract** to You, providing such insurance was in effect at the time You purchased this **Contract**. The following is added to section #16 ARBITRATION PROVISION: 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 arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

**LOUISIANA:** The following replaces the first paragraph under section #13 CANCELLATION(S) AND REFUND(S): This **Contract** is cancelable and refundable upon Your request. If You return this **Contract** within the first thirty (30) days after the date of sale indicated on the face of this **Contract Application**, the **Contract** is void and You will receive a full refund of the **Contract** purchase price, less a service charge of fifty dollars (\$50) If this **Contract** is canceled after the first thirty (30) days, You will receive a pro rata refund of the **Contract** purchase price. We shall issue a pro rata refund of the amount received by Us from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**, less a service charge of fifty dollars (\$50). No claim incurred or paid shall be deducted from the amount to be returned to You in the event of a cancellation refund. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**.

**MAINE:** The following is added to the face of this **Contract Application: Expiration Date:** \_\_\_\_\_ **Expiration Mileage:** \_\_\_\_\_. The following is added to section #10 CLAIMS PROCEDURE(S): In the event of emergency repairs essential to public health, safety, or welfare, and You are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with the Terms and Conditions in this **Contract**. The following replaces section #13 CANCELLATION(S) AND REFUND(S): You can cancel this **Contract** if Your **Vehicle** is declared a total loss by the insurance company insuring Your **Vehicle**, or the **Vehicle** is validly repossessed by the **Lien Holder**. **Right To Return Your Contract:** You may return this **Contract** within the first twenty (20) days of the date the **Contract** was mailed to You or within ten (10) days of delivery if the **Contract** is delivered to You at the time of sale. If no claims have been made, the **Contract** is void and You will receive a full refund of the entire **Contract** purchase price. This right to void this **Contract** only applies to the original **Contract Holder**. If a claim has been filed under this **Contract** or if You return/cancel this **Contract** after the applicable time frame, We shall refund the full unearned pro rata portion of the amount received by Us from the **Selling Dealer** to You or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, less any claims paid, and less an administrative fee not to exceed ten percent (10%) of the **Provider** fee. A monthly penalty equal to ten percent (10%) of the **Provider** fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Provider**. Furthermore, it is understood and agreed to between You and Us that the **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** for one or more of the following reasons: (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet Our underwriting criteria; or (c) Non-payment or partial payment by the **Selling Dealer** for this **Contract**. In the event of an **Administrator** imposed cancellation for any reason other than nonpayment, We shall refund the full unearned pro rata portion of the amount received by Us from the **Selling Dealer** to You or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, less any claims paid, and less an administrative fee not to exceed ten percent (10%) of the **Provider** fee. We shall mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the reason for the cancellation. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**.

**MARYLAND:** The following is added to the face of this **Contract Application: Expiration Date:** \_\_\_\_\_ **Expiration Mileage:** \_\_\_\_\_. The following is added

to section #2 TERM AND CONTRACT. If the **Vehicle** is in a repair facility at the time of expiration for this **Contract**, the expiration date will automatically be extended until the **Covered Repair** is complete. Payment to the **Dealer** will be understood as payment to **GWC**. The following is added to section #13: **CANCELLATION(S) AND REFUND(S): You** may return this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You**, or within ten (10) days after the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale, and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. The right to void this **Contract** is not transferable and applies only to the original **Contract Holder**. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**. If a refund is not credited or paid within forty-five (45) days after the cancellation, a ten percent (10%) penalty for each month the refund is not paid or credited will be added to the refund.

**MASSACHUSETTS: NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT 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. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

The coverage listed below is provided to **You** by the **Selling Dealer** at no charge as required by Chapter 90, Section 7N.25 of Massachusetts General Laws:

- Used vehicles with less than 40,000 miles at the time of sale: Provides coverage for 90 days or 3,750 miles, whichever occurs first.
- Used vehicles with more than 40,000 miles but less than 80,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first.
- Used vehicles with more than 80,000 miles but less than 125,000 miles at the time of sale: Provides coverage for 30 days or 1,250 miles, whichever occurs first.

**Your Vehicle** may be covered by this law. If so, the following is added to this **Contract**: In addition to the Dealer Warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

The definition of "**We**", "**Us**", "**Our**", "**Obligor**", "**Administrator**", and/or "**GWC**" in this **Contract** is replaced with the following: "**We**", "**Us**", "**Our**", "**Obligor**" or "**GWC**" means the **Selling Dealer**. This **Contract** is between **You** and the **Selling Dealer** with **GWC** being the **Administrator** of this **Contract**, the party processing claims and **Contract Applications**.

**MICHIGAN:** The definition of "**We**", "**Us**", "**Our**", "**Obligor**", "**Administrator**", and/or "**GWC**" in this **Contract** is replaced with the following: "**We**", "**Us**", "**Our**", "**Obligor**", and/or "**GWC**" means the **Selling Dealer**. This **Contract** is between **You** and the **Selling Dealer** with **GWC** being the **Administrator** of the **Contract**.

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

- Used vehicles with less than 36,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first.
- Used vehicles with more than 36,000 miles but less than 75,000 miles at the time of sale: Provides coverage for 30 days or 1,000 miles, whichever occurs first.

**Engine:** Lubricated parts, Intake manifolds, Engine block, Cylinder heads, Rotary engine housings, Ring gear, Water pump, Externally mounted mechanical fuel pump, Radiator, Alternator, Generator, and Starter. **Transmission:** Case, Internal parts, Torque converter, or the Manual transmission case, and Internal Parts. **Drive Axle:** Axle housings, Internal parts, Axle shafts, Drive and Output shafts, and Universal joints. Exclusions are the Secondary drive axle on vehicles other than passenger vans or mounted on a Truck chassis. **Brakes:** Master cylinder, Vacuum assist booster, Wheel cylinders, Hydraulic lines and fittings, and Disc brake calipers. **Steering:** Gear housing and internal parts, Power steering pump, Valve body, Piston, and Rack. Note: The following parts are covered only on vehicles with less than 36,000 miles: Steering rack, Radiator, Alternator, Generator, and Starter.

These coverages are excluded from this **Contract** during the applicable warranty period unless the **Selling Dealer** becomes unable to meet its financial obligations. **Your** rights and obligations are fully explained in the dealer-issued used vehicle limited warranty document.

**Our** obligations to perform under this **Contract** are insured by American Reliable Insurance Company (ARIC), 11222 Quail Roost Drive, Miami, Florida 33157. In the event **We** cease to operate, are bankrupt, or fail to pay or provide service within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with ARIC by calling: 1-866-306-6694. The following is added to section #13 CANCELLATION(S) AND REFUND(S): If a refund is not credited or paid within forty-five (45) days after the cancellation, a ten percent (10%) penalty for each month the refund is not paid or credited will be added to the refund. **We** will mail written notice of cancellation to **You** at **Your** last known address at least five (5) days prior to cancellation for any reason other than nonpayment of the purchase price, or material misrepresentation and substantial breach of duties by **You** relating to the **Vehicle** or its use. If this **Contract** is canceled for any other reason, **We** will mail notice of cancellation to **You** at least fifteen (15) days prior to the effective date of cancellation.

**MISSISSIPPI:** Section #16 ARBITRATION PROVISION is stricken in its entirety.

**MISSOURI:** A fully executed **Contract** must be delivered to **You** no more than forty-five (45) days from the date of purchase. The following is added to section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within twenty (20) days after the mailing date of the **Contract**, or the purchase date if the **Contract** is delivered at the time of sale. If a claim is made under the **Contract** during the stated time period, **You** will be refunded the full purchase price less any claims made, and the **Contract** is void. If canceled within the first twenty (20) days, 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 **Contract** to **Us**. **You** may cancel this service **Contract** at any time. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation Terms & Conditions in this **Contract**. Written notice of such cancellation shall be delivered to **You** within fifteen (15) days by registered mail. The cancellation fee may not exceed fifty (\$50) dollars. The following is added to section #10 CLAIMS PROCEDURE(S): In the event of emergency repairs essential to public health, safety, or welfare, and **You** are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, **You** may proceed with repairs, but payment will be in accordance with the Terms & Conditions in this **Contract**.

**NEBRASKA:** Section #16 ARBITRATION PROVISION is stricken in its entirety.

**NEVADA:** The following is added to the face of this **Contract Application**: \_\_\_\_\_ **You** are required to initial to further represent and acknowledge that **You** have read and are familiar with Section #16 ARBITRATION PROVISION. The following replaces section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within ten (10) days of the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale or, within twenty (20) days of the date the **Contract** was mailed to **You**, and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the refund will be calculated by pro-rating the amount received by **Us** from the **Selling Dealer** based on the remaining time or mileage on the **Contract**. 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 **Contract**. If the original purchaser of this **Contract** submits to **Us** a request in writing to cancel this **Contract** in accordance with the terms of the **Contract**, **We** shall refund to the original purchaser the portion of the **Contract** purchase price that is unearned by **Us**. If the cancellation is imposed by the **Administrator**, no cancellation fee will apply. The following provisions apply to cancellation and the following applies:

- 1) No **Contract** that has been in effect for at least seventy (70) days may be canceled by the **Administrator** before the expiration of the agreed term or one (1) year after the effective date of the **Contract**, whichever occurs first, except on any of the following grounds: (a) Failure by **You** to pay an amount due, (b) Conviction of **You** of a crime which results in an increase in the service required under this **Contract**, (c) Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service hereunder, (d) The discovery of (1) An act or omission by **You**, or (2) A violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**, or (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.
- 2) No cancellation of this **Contract** may become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**. In the event of an **Administrator** imposed cancellation, the refund will be calculated by pro-rating the amount received by **Us** from the **Selling Dealer** based on the remaining time or mileage on the **Contract**.
- 3) When calculating the amount of a refund, the **Administrator** may only deduct any outstanding balance due from **You** and a twenty-five dollar (\$25) service charge from the portion of the purchase price that is unearned by the **Administrator**. Claims paid against this **Contract** will not be deducted.



**NEW HAMPSHIRE:** The following amends section #12 TRANSFER(S), RENEWAL(S), AND UPGRADE(S): To transfer this **Contract**, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent individual purchaser: (1) Original **Contract Application**; and (2) Name and address of new owner, date of sale to new owner, and current mileage. There is no transfer fee. The following replaces the first paragraph under section #13: CANCELLATION(S) AND REFUND(S): **You** may cancel this **Contract** within the first sixty (60) days and, if no claims have been filed, **We** will refund the entire **Contract** purchase price upon notice of written cancellation. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund a pro rata portion of the **Contract** purchase price. **We** shall refund to **You**, or the **Lien Holder**, the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**. All cancellation requests must be made through the **Selling Dealer**. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interests may appear. In the event that **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, or by phone at 1-800-852-3416 or 1-603-271-2261.

**NEW JERSEY:** The definition of “**We**”, “**Us**”, “**Our**”, “**Obligor**”, “**Administrator**”, and/or “**GWC**” in this **Contract** is replaced with the following: “**We**”, “**Us**”, “**Our**”, “**Obligor**”, and/or “**GWC**” means the **Selling Dealer**. This **Contract** is between **You** and the **Selling Dealer** with **GWC** being the **Administrator** of the **Contract**.

**NEW MEXICO:** The following is added to section #13 CANCELLATION(S) AND REFUND(S): A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within sixty (60) days after the return of this **Contract**. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**. This **Contract** cannot be canceled by the **Administrator** if the **Contract** has been in effect for at least seventy (70) days except for: (1) Non-payment; (2) Conviction of a crime that results in an increase in the service required under this **Contract**; (3) The discovery of fraud or material misrepresentation; or (4) Discovery of either an act or omission by **You** or a violation by **You** of any terms or conditions of this **Contract** if it occurred after the effective date of this **Contract** and substantially increased the service required under this **Contract**. The cancellation of this **Contract** will become effective fifteen (15) days after notice of cancellation is mailed to **You**.

**NEW YORK:** The coverages listed below are provided to **You** by the **Selling Dealer** at no charge as required by Section 198b of New York General Business Law:

- **Used vehicles with less than 36,000 miles at time of sale:** Provides coverage for 90 days or 4,000 miles, whichever occurs first.
- **Used vehicles with more than 36,000 miles but less than 80,000 miles at time of sale:** Provides coverage for 60 days or 3,000 miles, whichever occurs first.
- **Used vehicles with more than 80,000 miles but less than 100,000 miles at time of sale:** Provides coverage for 30 days or 1,000 miles, whichever occurs first.

**Your Vehicle** may be covered by this law. If so, the following is added to the **Contract**: In addition to the Dealer Warranty required by law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. All definitions, **Coverages**, and exclusions listed in this **Contract** apply only to this **Contract** and are not the terms of the Dealer Warranty.

The following is added to section #2 TERM AND CONTRACT: Payment to the **Dealer** will be understood as payment to **GWC**. The following replaces section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You**, or within ten (10) days after the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale, and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. The right to void this **Contract** is not transferable and applies only to the original **Contract Holder**. **You** may return this **Contract** by mailing it to the attention of the **Administrator** at the address listed on the face of this **Contract**. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, **You** will receive a refund of a portion of the **Contract** purchase price only if **Your Vehicle** is declared a total loss by the insurance company insuring the **Vehicle**, or if the **Vehicle** is validly repossessed by the **Contract Holder's** Lender. **We** shall refund a pro rata portion of the amount paid by **You** or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, deducting any claims paid by **Us** and a fifty dollar (\$50) service charge. All cancellation requests must be made through the **Selling Dealer**. Cancellation terms and conditions may vary by **Lien Holder**. Furthermore, it is understood and agreed to between **You** and **Us** that the **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** for one or more of the following reasons: (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet **Our** underwriting criteria; (c) If **You** fail to maintain the **Vehicle** as per the manufacturer's recommendations and as a result of this negligence creates a **Mechanical Breakdown**. In the event of an **Administrator** imposed cancellation, the refund amount will be calculated by pro-rating the amount received by **Us** based on the remaining time or mileage on the **Contract**, deducting any claims paid by **Us** and a fifty dollar (\$50) service charge. **If We do not pay the refund within thirty (30) days of the Contract being returned to the Administrator for cancellation, We are liable to the Contract Holder for a penalty of ten percent (10%) of the amount outstanding per month.** If cancellation is imposed by the **Administrator** for reasons other than nonpayment, material misrepresentation, or substantial breach of duties by **You**, **We** will mail written notice of cancellation stating the date of cancellation and the reason for cancellation to the last known address at least fifteen (15) days prior to date of cancellation.

**NORTH CAROLINA:** The following replaces the first paragraph under section #13 CANCELLATION(S) AND REFUND(S): If **You** cancel this **Contract** within the first sixty (60) days and, if no claims have been filed, **You** will receive a full refund of the entire **Contract** purchase price. If this **Contract** is canceled after the first sixty (60) days or a claim has been filed, **You** will receive a pro rata refund of a portion of the **Contract** purchase price. **We** shall issue a pro rata refund of the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on this **Contract**, less any claims paid and a service charge of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount to be refunded, whichever is less. In the event of cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. All cancellations must be made through the **Selling Dealer**. This **Contract** will not be cancelled by **Us** unless there is nonpayment of premiums or a direct violation by the **Contract Holder** as stated in the **Contract**.

**OKLAHOMA:** The term “etc.” is stricken from the **Contract**. The following is added to section #2 TERM AND CONTRACT: Payment to the **Dealer** will be understood as payment to **GWC**. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company. The **Obligor** of this contract is **GWC Warranty**. **Our** obligations to perform under this **Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, an Assurant Solutions company, 11222 Quail Roost Drive, Miami, FL 33157. The telephone number is 1-866-306-6694. **Coverage** under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service warranty Statutes do not apply to commercial use references in any service warranty contract. The term “void” in section #12 TRANSFER(S) is replaced with “rescinded”. The following cancellation language replaces section #13 CANCELLATION(S) AND REFUND(S): In the event the **Contract** is canceled by the **Contract Holder**, the return of premium shall be based upon one hundred percent (100%) of the unearned pro rata premium minus a fee of ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50), whichever is less. The actual cost of any service provided under the service warranty contract will also be deducted. We may cancel this agreement for one of the following reasons: (a) Material Misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet our underwriting criteria, (c) non-payment or partial payment by the **Selling Dealer** for this **Contract**, or (d) if **You** fail to maintain the **Vehicle** as per the manufacturer's recommendations and negligence creates a **Mechanical Breakdown**. In the event the **Contract** is canceled by the **Selling Dealer**, or the **Administrator**, the return of premium shall be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the service warranty contract. Quest Towing Services, LLC only provides towing services. The following is added to section #16 ARBITRATION PROVISION: 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 arbitration award and bring suit in a court of competent jurisdiction.

**OREGON:** The following is added to section #10 CLAIMS PROCEDURE(S): If a **Covered Component** has a **Mechanical Breakdown** at any time outside of the **Administrator's** regular business hours (EST), **You** may take one of the following steps: (1) Wait until regular business hours and then follow the normal claims procedure outlined in the **Contract**; (2) Authorize and pay for any tear down or diagnostic time needed to determine whether a **Covered Component** had a **Mechanical Breakdown**. If **You** reasonably determine that a **Covered Component** has had a **Mechanical Breakdown** and **You** chose to have the **Vehicle** repaired, **You** are responsible for paying for the repair. **You** must then call the **Administrator** during the next available regular business hours (EST) so the **Administrator** may determine whether there was a **Mechanical Breakdown**. If the **Administrator** determines that the repair was covered under this **Contract**, then **We** will pay **You** according to the terms and conditions of this **Contract**. The following is added to section #16 ARBITRATION PROVISION: All arbitrations will be held in the county in which **You** maintain **Your** permanent residence or any other county in Oregon agreed to by **You** and **Us**. **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 arbitration award and bring suit in a court of competent jurisdiction.** In the event that **You** do not receive satisfaction under this **Contract**, **You** may contact the Oregon Insurance Division Consumer Advocacy Unit at 350 Winter St. NE, P.O. Box 14480, Salem, OR 97309-0405, or by phone at 503-947-7984 or 888-877-4894.

**RHODE ISLAND:** The coverages listed below are provided to **You** by the **Selling Dealer** at no charge as required by Section 31–4.4 of Rhode Island General Business Law:

- Used vehicles with less than 36,000 miles at time of sale: Provides coverage for 90 days or 4,000 miles, whichever occurs first.
- Used vehicles with more than 36,000 miles but less than 100,000 miles at time of sale: Provides coverage for 30 days or 1,000 miles, whichever occurs first.

**Your Vehicle** may be covered by this law. If so, the following is added to the **Contract**: In addition to the Dealer Warranty required by law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the Dealer Warranty period and provides protection after the Dealer Warranty has expired. **You** have been charged separately only for this **Contract**. All definitions, **Coverages**, and exclusions listed in this **Contract** apply only to this **Contract** and are not the terms of the Dealer Warranty.

**SOUTH CAROLINA:** The following is added to section #10 CLAIMS PROCEDURE(S): In the event of emergency repairs essential to public health, safety, or welfare, and **You** are unable to reach the **Administrator** outside normal business hours to obtain prior authorization, **You** may proceed with repairs, but payment will be made in accordance with the terms and conditions in this **Contract**. The following is added to section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You**, or within ten (10) days after the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale, and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. The right to void this **Contract** is not transferable and applies only to the original **Contract Holder**. If this refund is not credited or paid within forty-five (45) days after the cancellation, a ten percent (10%) penalty for each month the refund is not paid or credited will be added to the refund. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**. In the event of a cancellation, the **Lien Holder**, if any, will be named on a cancellation refund check as their interest may appear. If cancellation is imposed by the **Administrator** for reasons other than nonpayment, material misrepresentation, or substantial breach of duties, **We** will mail written notice of cancellation stating the date of cancellation and the reason for cancellation to the last known address at least fifteen (15) days prior to date of cancellation. If **We** do not resolve such matters within sixty (60) days of proof of loss, **You** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or 1-803-737-6160.

**TEXAS:** The following is added to section #13 CANCELLATION(S) AND REFUND(S): This **Contract** can be cancelled at any time. **You** may return this **Contract** within thirty (30) days after the date of purchase indicated on the face of this **Contract**. If a claim is made under the **Contract** during the thirty (30) day time period, **You** will be refunded the full purchase price of the **Contract** less any claims made, the **Contract** is void, and no cancellation fee will be imposed. If **You** cancel this **Contract** after the time frame indicated, **You** shall be refunded a prorated purchase price of the **Contract** reflecting the remaining cancellation terms of this **Contract**, minus any claims paid under the **Contract** and a cancellation fee may be imposed not to exceed fifty (\$50) dollars. If **We** do not pay the refund before the 46th day after the date notice of cancellation is received by **Us**, **We** are liable to the **Contract Holder** for a penalty not to exceed ten percent (10%) of the amount outstanding per month. The right to cancel a service **Contract** is not transferable to a subsequent holder of the **Contract**. **You** may apply directly to American Bankers Insurance Company of Florida, an Assurant Solutions company if a refund or credit is not paid before the 46th day after the date on which the **Contract** is terminated. If **You** have complaints or questions regarding this **Contract**, **You** may contact the Texas Department of Licensing and Regulation at the following address: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-512-463-6599 or 1-800-803-9202 (within Texas only).

**UTAH: Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following is added to section #10 CLAIMS PROCEDURE(S): If a **Covered Component** has a **Mechanical Breakdown** at any time outside of the **Administrator's** regular business hours (EST) and **You** are unable to reach the **Administrator** to obtain prior authorization, **You** may proceed with repairs, but payment will be in accordance with the Terms & Conditions in this **Contract**. **Your** failure to submit paid receipts, repair orders and other documentation within the specified time frame of the repairs will not automatically invalidate **Your** claim if **You** can demonstrate that it was not reasonably possible to file the documents within such time period. The following is added to section #13 CANCELLATION(S) AND REFUND(S): If **We** cancel this **Contract** after the first sixty (60) days, **We** will mail to **You** written notification of cancellation at least thirty (30) days before the cancellation date. Cancellation notice will reference one of the following cancellation reasons: (a) Nonpayment; (b) Material misrepresentation; (c) Substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or (d) Substantial breach of contractual duties, conditions, or warranties. However, if **We** cancel this **Contract** within the first sixty (60) days after the **Contract** purchase date or if **We** cancel this **Contract** because **You** have defaulted in **Your** obligation to repay the amount financed by the **Lien Holder**, **We** will mail to **You** a written notice of cancellation at least ten (10) days before the cancellation date. **We** shall calculate the amount to be returned by **Us** by prorating the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on the **Contract**. If full **Contract** premium is not paid by the **Selling Dealer**, **We** do not reserve the right to cancel this **Contract**. The **Lien Holder** is not able to cancel this **Contract** in Utah. Section #16 ARBITRATION PROVISION is deleted in its entirety.

**VERMONT:** The following is added to section #7 LIMITS OF LIABILITY: This **Contract** does not provide **Coverage** for personal injury including bodily injury, property damage (except as otherwise specifically stated in the **Contract**), and attorney fees. The following is added to section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within twenty (20) days of the date of sale indicated on the face of this **Contract Application** and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**.

**VIRGINIA: We** do not cover loss due to fraud, dishonesty, or any criminal act.

**WISCONSIN: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The following is added to section # 8 RIGHTS OF RECOVERY: **Contract Holder** will be made whole prior to any subrogation by **GWC**. The following replaces section #13 CANCELLATION(S) AND REFUND(S): **You** can cancel this **Contract** if **Your Vehicle** is declared a total loss by the insurance company insuring **Your Vehicle**, or the **Vehicle** is validly repossessed by the **Lien Holder**. Right To Return **Your Contract**: **You** may return this **Contract** within the first fifteen (15) days after the date of sale indicated on the face of this **Contract Application** and, if no claims have been made, the **Contract** is void and **You** will receive a full refund of the entire **Contract** purchase price. This right to void this **Contract** only applies to the original **Contract Holder**. If a claim has been filed under this **Contract** or if **You** return/cancel this **Contract** after the first fifteen (15) days according to the terms and conditions listed in this **Contract**, **You** will receive a pro rata refund of the **Contract** purchase price. **We** shall refund a pro rata portion of the amount received by **Us** from the **Selling Dealer** to **You** or the **Lien Holder** based on the lesser of the remaining time or mileage on this **Contract**, and a fifty dollar (\$50) service charge. All cancellations must be processed through the **Selling Dealer** or **Your Lien Holder**. Furthermore, it is understood and agreed to between **You** and **Us** that the **Administrator**, at their sole discretion, reserves the right to cancel this **Contract** for one or more of the following reasons: (a) Material misrepresentation or fraud at time of sale or anytime thereafter; (b) If it is determined that the **Vehicle** does not meet **Our** underwriting criteria; or (c) Non-payment or partial payment by the **Selling Dealer** for this **Contract**. In the event of an **Administrator** imposed cancellation, the refund amount will be calculated by prorating the amount received by **Us** from the **Selling Dealer** based on the lesser of the remaining time or mileage on the **Contract**, and a fifty dollar (\$50) service charge. Section #16 ARBITRATION PROVISION is deleted in its entirety.

**WYOMING:** The following is added to section #13 CANCELLATION(S) AND REFUND(S): **You** may return this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You**, or within ten (10) days after the date of sale indicated on the face of this **Contract Application** if the **Contract** was delivered to **You** at the time of sale, and, if there are no claims, the **Contract** is void and **You** will receive a full refund of the **Contract** purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this **Contract** to **Us**. This provision only applies to the original **Contract Holder**. **We** will mail to **You** at **Your** last known address a written notice of cancellation at least ten (10) days before the cancellation date. Prior notice is not required if the reason for cancellation is nonpayment, a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to the covered vehicle or its use. If **You** cancel this **Contract** after the applicable time frame or if a claim has been filed, the **Contract** will be canceled in accordance with the cancellation terms and conditions in this **Contract**. The following amends section #14 NO WORRIES, JUST DRIVE PACKAGE: Identity Theft Insurance and related Identity services are expressly excluded. The following amends the 6th bullet in section #15 Roadside Assistance & Towing: If the NO WORRIES, JUST DRIVE PACKAGE is purchased, Quest will assist **You** in the event your windshield is damaged. Quest will schedule and pay for repair services for **You**. However, in the event the crack cannot be repaired, the replacement of the entire windshield and the \$80 credit toward replacement of the windshield, is excluded from coverage. Section #16 ARBITRATION PROVISION: is deleted in its entirety.



Mailing Address: P.O. Box 7900 | Wilkes-Barre, PA 18773-7900  
 Physical Address: Showroom Level | 40 Coal Street | Wilkes-Barre, PA 18702-5236  
 1.800.482.7357 | Local: 1.570.414.7777 | Fax: 1.888.840.7883 | Fax: 1.570.414.7883  
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