



*John Daly*  
**CART CARE**

Contract Number
DCCP

## Registration

<b>PURCHASER INFORMATION</b>			
PURCHASER NAME		CO-PURCHASER NAME	
ADDRESS, CITY, STATE, ZIP			
PHONE NUMBER	ALTERNATE PHONE NUMBER	E-MAIL ADDRESS	
<b>VEHICLE INFORMATION</b>			
MANUFACTURER ISSUED SERIAL NUMBER	YEAR	MAKE	MODEL
VEHICLE TYPE <input type="checkbox"/> NEW <input type="checkbox"/> USED		VEHICLE PURCHASE PRICE	
<b>COVERAGE</b>		<b>OPTIONAL COVERAGE – NO COVERAGE APPLIES IF NOT SELECTED</b>	
<input checked="" type="checkbox"/> JOHN DALY CART CARE PROTECTION		<input type="checkbox"/> TIRE & WHEEL PROTECTION	
<b>TERM</b>			
<input type="checkbox"/> 12 MONTHS <input type="checkbox"/> 24 MONTHS <input type="checkbox"/> 36 MONTHS <input type="checkbox"/> 48 MONTHS <input type="checkbox"/> 60 MONTHS <input type="checkbox"/> 72 MONTHS			
Coverage ends when the Term Months expire as measured from the <b>Effective Date</b> .			
EFFECTIVE DATE	CONTRACT PURCHASE PRICE	DEDUCTIBLE <b>\$50.00</b>	
<b>SELLER INFORMATION</b>			
SELLER NAME			
ADDRESS, CITY, STATE, ZIP			
PHONE NUMBER		ACCOUNT NUMBER	
<b>LIENHOLDER INFORMATION</b>			
LIENHOLDER NAME		LIENHOLDER'S ADDRESS, CITY, STATE, ZIP	
<b>PURCHASER ACKNOWLEDGMENT</b>			
<b>I UNDERSTAND THAT THIS CONTRACT IS NOT AN INSURANCE CONTRACT AND IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE AND IS SUBJECT TO VERIFICATION. My signature below indicates that I have read and agree to all the terms and conditions of the Contract.</b>			
PURCHASER SIGNATURE		CO-PURCHASER SIGNATURE	
SELLER SIGNATURE		PURCHASE DATE	

**NO SERVICE WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. FOR AUTHORIZATION, CALL 1-888-340-7522.**

**Administered by: Nobilis Administrative Services, Inc.**

P.O. Box 140185, Irving, TX 75014

**1-888-340-7522**

## CONTRACT

This agreement (**Contract**) is between the **Purchaser** (named on the Registration page of this **Contract**) and the **Service Contract Provider** as defined under the "Definitions" section of this **Contract**. The **Seller (Issuing Party)** is not a party to this **Contract** and has no obligations to **You** in regard to the benefits provided. **This agreement is not an insurance contract.**

## DEFINITIONS

1. **Service Contract** and **Contract** means this John Daly Cart Care **Contract**.
2. **Service Contract Provider, We, Us, or Our** (the **Administrator** and **Obligor** of this **Contract**) means Nobilis Administrative Services, Inc., at P.O. Box 140185, Irving, TX 75014, 1-888-340-7522.
3. **Purchaser, Contract Holder, You or Your** means the recipient of this **Contract** listed in the "Purchaser Information" section of this **Contract**, or a qualified transferee (see "Transfer" section).
4. **Vehicle** means the **Vehicle** for which this **Contract** was purchased, as described in the "Vehicle Information" section of this **Contract**.
5. **Covered Part(s)** means an item listed as a **Covered Part** or as defined in the "Covered Parts" section of this **Contract**.
6. **Covered Breakdown, Covered Repairs, Breakdown and Mechanical Breakdown** means the failure of a **Covered Part** or **Covered Parts** to perform its intended function due to defects in materials or faulty workmanship in its manufacturing.
7. **Repair Visit** means one or more **Mechanical Breakdown** related in time or cause.
8. **Seller and Issuing Party** means the retail facility where **You** purchased this **Contract**.
9. **Lienholder and Lessor** means the entity that funded this **Contract** to **Us** on **Your** behalf. The same entity retains rights to any refund due until such time **You** have completed repayment of **Your** payment plan or installment agreement.
10. **Commercial Use Vehicle** means a **Vehicle** used for business, deliveries or livery. **Commercial Use** is further defined to include personal vehicles that are used for online-enabled platforms to connect passengers with drivers through a transportation network company.
11. **Effective Date** means the date coverage under this **Contract** begins and is the date **You** took delivery of **Your Vehicle**.

## ROLES AND RESPONSIBILITIES

This summary defines the responsibilities of the Purchaser and the Service Contract Provider during the term of this Contract.

If a **Covered Mechanical Breakdown** of **Your Vehicle** occurs during the Term of this **Contract**, **We** agree to:

- Pay **You** or the repairer for repair or replacement of the **Covered Part(s)** and associated labor as required for the completion of the repair or replacement of those parts which caused the **Mechanical Breakdown**. Any part damaged by the failure of a **Covered Part** is covered under this **Contract**. Labor will be verified by the standard versions of nationally industry recognized labor guides. Replacement parts, not to exceed **Vehicle** manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by **Us**.

For this Contract to remain in force, **You** agree:

- **You must follow all maintenance schedules and storage requirements in accordance with Your Vehicle manufacturer's recommendations as outlined in the Owner's Manual for Your Vehicle, based on Your individual driving habits and climate conditions. Failure to follow the Vehicle manufacturer's recommendations that apply to Your specific conditions may result in the denial of coverage. You must keep and make available verifiable service/purchase receipts (indicating dates, types of services performed, and a description of Your Vehicle) which show that this maintenance has been performed within the time limits required.**
- **You or Your repair facility is required to obtain Our authorization prior to beginning any repair covered by this Contract as outlined in the "Claim Procedures" section of Your Contract.**
- **You are responsible for paying the deductible indicated on the Registration page of this Contract each time You have a Mechanical Breakdown. A fifty dollar (\$50.00 U.S.) deductible per Repair Visit will apply for each Mechanical Breakdown.**
- **You are responsible for authorizing any teardown or diagnosis time needed to determine if Your Vehicle has a Covered Breakdown. If it is subsequently determined that the repair is needed due to a covered Breakdown, We will pay for appropriate diagnosis time (as determined by nationally recognized labor time guides). If the failure is not a Covered Mechanical Breakdown, then You are responsible for this charge.**

## COVERED PARTS

### CART CARE COVERAGE

John Daly Cart Care will provide coverage on all assemblies and parts on **Your Vehicle**, including eligible Electric Vehicles (EV) and Hybrid Vehicles, with the exception of the following list of **WHAT'S NOT COVERED** and the additional conditions and exclusions listed under the Exclusions section:

Exhaust system, catalytic converter, dry clutch assemblies, final drive chains and/or belts, shock absorbers, alignments, tires, wheels (unless **You** selected and purchased Tire & Wheel optional coverage), wheel covers, fan belts, accessory drive belts, spark plugs, filters, flexible hoses, brake rotors and drums, brake pads and shoes, friction parts, all lamp components and lamp assemblies including L.E.D. light assemblies, all batteries including secondary or backup batteries, battery packs for hybrid and EV vehicles, battery cables, home-based charging stations, spark plug wires, distributor cap and rotor, paint, carpet, bright metal trim, sheet metal, bumpers, structural framework, subframes, welds, body panels, glass, windshields, physical damage, moldings, dash pad and cover, door panels and trim, headliner, upholstery, weather strips, canvas top, vinyl top, fabric top, fiberglass top, interior and exterior trim, coolants and lubricants, refrigerants, tune ups, software and programming updates and maintenance services.

## **OPTIONAL COVERAGE – TIRE & WHEEL PROTECTION**

If Tire & Wheel Protection was selected for **Your Vehicle**, the following coverage also applies.

This **Contract** provides coverage for repair or, if non-repairable, replacement of **Your Vehicle's** tires and/or wheels if damage is due to a road hazard on a public, paved roadway or golf course. **Please consult specific Tire & Wheel Protection exclusions listed in this Optional Coverage section.**

If **Your Vehicle's** original tires, or tires that conform to recommended specifications from the **Vehicle** manufacturer, are damaged due to contact with a road hazard or debris (such as nails, rocks, glass or metal), **We** will provide coverage for the repair or replacement of **Your** tires during the Term of this **Contract**. Replacement tires, not to exceed manufacturer's suggested retail price, may be of like kind and quality. **No benefits will apply should any portion of Your Vehicle tire's tread depth be 3/32" or less at the time of claim.**

If **Your Vehicle's** original wheels, or wheels that conform to recommended specifications from the **Vehicle** manufacturer, are damaged due to contact with a road hazard (debris on a public roadway such as nails, rocks, glass or metal), including cosmetic damage caused by accidental contact with medians, curbs or parking stops, **We** will provide coverage for the repair or replacement of **Your** wheels during the Term of this **Contract**. If the damage is cosmetic (still holds air), **We** will repair the cosmetic damage. **Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed.** Replacement wheels, not to exceed manufacturer's suggested retail price may be of like kind and quality.

**THE FOLLOWING EXCLUSIONS ALSO APPLY TO THIS OPTIONAL COVERAGE: *Aftermarket wheels which do not conform with recommended specifications from the Vehicle manufacturer; Tire and/or wheel damage due to traffic accident, collision impact, improper inflation, improper alignment, wear and tear, overloading, dry-rot, tread separation, or defective tire damage; Tire damage from street use if tires on Vehicle are not specifically manufactured for street use.***

As long as conditions herein are met, there are no limitations as to the number of **Covered Repairs** or, if non-repairable, replacements of **Your Vehicle's** tire(s)/wheel(s) **You** may receive within the Term of this **Contract**.

**ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE THE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

## **CLAIM PROCEDURES** - Prior Authorization is required for all claims: 1-888-340-7522

**IF YOU HAVE A MECHANICAL BREAKDOWN YOU MUST CALL 1-888-340-7522.** We reserve the right to inspect **Your Vehicle** prior to approval of any claim. We may request estimates for repair and/or photographs of the damage to assist in the disposition of the claim.

**If You have a Mechanical Breakdown, You must follow this procedure:**

- Use all reasonable means to protect **Your Vehicle** from further damage. This **Contract** will not cover the damage caused by continued operation after a failure has occurred. This may require **You** to stop **Your Vehicle** and have the **Vehicle** towed.
- Return **Your Vehicle** to the Seller if **You** are within a fifty (50) mile radius. If **You** are beyond a fifty (50) mile radius, or the **Vehicle** is being repaired by a facility other than the Seller, **You** must contact **Us** within a reasonable period of time at 1-888-340-7522 for instructions before ANY repairs are started on **Your Vehicle**. All work must be performed by a licensed repair facility. (See the "State Requirements and Disclosures" section for further details.)
- Furnish **Us** or the repair facility with such reasonable information that **We** may require. This includes signed service receipts (indicating dates, mileage and a description of **Your Vehicle**) as required by this **Contract**.
- For simple repairs needed when the Administrator is not available for prior authorization, please use the following procedure:

**Emergency Mechanical Repairs (After Hours):**

Refer to **Your Contract** to determine if the Breakdown is due to the failure of a **Covered Part** and there are no listed exclusions that apply. For a simple repair (the total cost of the repair and/or replacement must not exceed two hundred dollars (\$200.00 U.S.), that is determined to be a **Covered Part**, authorize the repair facility to perform the repair, and call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 8am – 6:30pm CT). On major repairs (any repair where the total cost of repair and/or replacement exceeds two hundred dollars (\$200.00 U.S.), determine the failure and repair costs and then contact the Administrator or Service Contract Provider on the next normal business day for an authorization before repairs are performed. (See the "State Requirements and Disclosures" section for additional clarifying language).

## **TOWING REIMBURSEMENT**

Towing service reimbursement up to one hundred dollars (\$100.00 U.S.) is available in combination with an authorized covered breakdown or failure.

## **EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER:**

**Normal maintenance items/repairs, such as cleaning parts, engine tune-ups and front-end alignments, are not covered. Adjustments and alignments to Covered Parts are not covered. In addition, this Contract provides no benefits or coverage and We have no obligation under this Contract for:**

- **Repair and/or replacement of covered components that were performed without prior authorization from the Administrator, except for Emergency repairs completed within the provisions listed as stated in this Contract.**
- **Repair and/or replacement of covered components when no Mechanical Breakdown has occurred.**
- **A Breakdown caused by contamination of any nature, foreign objects, improper amount or type of fluids, fuels, coolants, lubricants, refrigerants, or lack of Vehicle manufacturer's required maintenance.**
- **A Breakdown resulting from continued operation or caused by Your failure to take reasonable precautions, such as stopping Your Vehicle immediately or having it towed to prevent further damage when an apparent problem exists.**
- **The repair or replacement of valves or rings, if the purpose is to raise the engine's compression.**
- **Any adjustments, repositioning, refitting, realigning, and/or cleaning, including but not limited to repairs necessary to correct: trim fit, squeaks, rattles, idle, water leaks or wind noise.**

- **Repair or replacement of any parts not necessary to the completion of the repairs for a Covered Breakdown or not damaged by the failure of a Covered Part.**
- **A Breakdown caused by or involving modifications to Your Vehicle which were not performed or recommended by the Vehicle manufacturer.**
- **Any loss or expense if Your Vehicle is used for Commercial Use as defined in this Contract.**
- **Any loss or expense if Your Vehicle is used for competitive driving, racing, losses resulting from neglect, abuse, or misuse of Your Vehicle or the benefits of this Contract.**
- **Certain vehicles are not eligible per the Administrator this includes, but is not limited to, emergency vehicles, taxi or limousine vehicles, livery vehicles, vehicles that seat more than four (4) passengers, vehicles without manufacturer issued serial or PIN numbers or utility vehicles.**
- **A Breakdown caused by or resulting from collision, breakage of glass, missile or falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, rust, corrosion, contamination, foreign objects, malicious mischief, riot or civil commotion, lightning, environmental or industrial fallout, freezing, rotting, mold or any loss normally covered by an automobile insurance policy, including injury or death to any person or persons.**
- **Damage from improper or over-charging of Vehicle batteries.**
- **Damage caused by an improper tow or improper storage of Your Vehicle.**
- **Any Breakdown if the Vehicle manufacturer has voided or rescinded their warranty on Your Vehicle.**
- **Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.**
- **Any liability, cost or damages You incur or may incur to any third parties other than for Administrator-approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.**
- **Any liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.**
- **Any cost covered by a repairer's or supplier's guarantee, or loss resulting from faulty or negligent repair work, any cost which would be covered by a Vehicle manufacturer's warranty, or for which the Vehicle manufacturer has announced its responsibility through any means including public recalls or Vehicle manufacturer service bulletins, whether the Vehicle manufacturer is a viable entity or not.**
- **Any part not covered by, or excluded by the original Vehicle manufacturer's warranty, whether or not the Vehicle manufacturer remains a viable entity.**
- **Damage to or involving parts and accessories not supplied by the Vehicle's Original Equipment Manufacturer.**
- **A Breakdown not occurring in the United States or Canada.**
- **Any Breakdown which existed prior to or was caused by a condition which existed prior to the Service Contract purchase date.**

## **LIMITS OF LIABILITY**

This **Contract** covers both new or used vehicles. The aggregate total of **Our** liability for all benefits paid or payable during the Term of this **Contract** shall not exceed the retail price **You** paid for the **Vehicle**. **Our** liability for any single loss shall not exceed the Actual Cash Value of **Your Vehicle** at the time of repair. If **You** are the second **Contract Holder** (see "Transfer" section), the total of all benefits payable to **You** under this **Contract** is limited to the price **You** paid for the **Vehicle** less total claims paid prior to the date of transfer.

## **TERM**

Coverage begins on the **Effective Date** and ends when the Term Months is reached as measured from the **Effective Date**. This **Contract** is not renewable.

## **CANCELATION**

See "State Requirements and Disclosures" section as some states provide specific cancelation language.

**You may cancel this Contract at any time. To cancel this Contract, contact Your Seller who will assist You with Your cancelation request and for Your Vehicle. If You are unable to return to the Seller, contact Us. You will be required to provide written notice of Your cancelation request.**

**We may cancel this Contract at any time and not pay for a Mechanical Breakdown if any of the following conditions occur:**

- **Your Vehicle** meets any of the conditions listed in the "Exclusions" section noted above.
- If there has been a material misrepresentation or fraud by **You**.

If this **Contract** is financed, the **Lienholder** (shown in the Registration page of this **Contract**) may cancel this **Contract** in the event **You** default on **Your** obligation to the **Lienholder** or in the event **Your Vehicle** is declared a total loss.

If this **Contract** is canceled within the first thirty (30) days after **Purchase Date** **You** are entitled to a full refund if **You** have not filed a claim against the **Contract**. If **You** contact the **Seller** or **Us** and provide written notice of cancelation after thirty (30) days of the **Purchase Date**, **We** will keep a prorated amount of the **Contract Purchase Price** based on the greater of days inforce compared to the total time of **Your Contract** term, plus a cancelation fee of fifty dollars (\$50.00 U.S.), if applicable, and less claims paid. If the **Purchase Price** of this **Contract** was included in the financing of **Your Vehicle**, any refund shall be paid to the **Lienholder** on **Your** behalf, and the refund will be deducted from **Your** balance owed.

The **Seller** is required to facilitate any refund due to **You**. Should **You** have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, **please contact Us to expedite and ensure a prompt refund, if due, is provided.**

## **TRANSFER**

This **Contract** may be transferred by **You** to a subsequent private purchaser of the **Vehicle** for the remainder of the original Term (dealership trade-ins excluded). This **Contract** is not transferable to another vehicle. **To transfer this Contract to another owner, You must submit the following to Us within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, the current**

odometer reading of the Vehicle and Your authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for fifty dollars (\$50.00 U.S.) payable to the Administrator for the transfer fee.

## **OTHER IMPORTANT CONTRACT INFORMATION**

THIS CONTRACT IS NOT AN INSURANCE POLICY AND IS NOT SUBJECT TO STATE INSURANCE LAWS. IT IS A **CONTRACT** BETWEEN YOU AND US FOR CERTAIN **COVERED REPAIRS**. YOU SHOULD OBTAIN YOUR OWN INSURANCE FOR DAMAGE TO YOUR VEHICLE, INCLUDING DAMAGE THAT MAY BE COVERED BY THIS **CONTRACT**. THIS **CONTRACT** MAY BE SUBJECT TO STATE LAW CONCERNING WARRANTIES OR SERVICE CONTRACTS. See "State Requirements and Disclosure" pages for further regulations which may apply for the state in which this **Contract** was purchased.

You may obtain a full copy of **Our** privacy notice by sending a written request to the **Obligor, Nobilis Administrative Services, Inc.** at P.O. Box 140185, Irving, TX 75014. The **Seller** is not a party to this **Contract** and has no obligations to **You** in regard to the benefits provided. **Your** benefits and **Our** obligations under this **Contract** are insured by an insurance policy with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. **If the benefits or refund as described are not provided within sixty (60) days after You provide to Us proof of loss, then You may make a direct claim against the above-named insurer by calling 1-866-306-6694.**

## **SUBROGATION**

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

## **DISPUTE RESOLUTION**

The following does not apply to sales of this **Contract** in states where otherwise prohibited by applicable law: Any dispute arising out of or relating to this **Contract**, whether in contract, tort, statute, regulation, ordinance, in equity or otherwise and whether **Your** dispute is with **Administrator, Obligor, Provider, or Seller** shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration ("CPR Rules") by a sole arbitrator. **To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your issue to arbitration. Pursuant to CPR Rules, You and the Administrator will first attempt to agree on a sole, neutral arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in, or within fifteen (15) miles of, the city where You purchased this Contract.**

## **STATE REQUIREMENTS AND DISCLOSURES**

Some states in which this **Contract** is sold require certain additional disclosures or require amendments to the terms and conditions above. **THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES. They apply to You if You purchased this Contract in the following states:**

**ALABAMA** – The *Cancellation* section is amended to include: The Cancellation fee is changed to twenty-five dollars (\$25.00 U.S.). If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**. If the **Administrator** cancels this **Contract**, **We** will mail written notice to the **Contract Holder's** last known address with at least five (5) days notice of such cancellation. Prior notice is not required if the reason for cancellation is non-payment of the **Administrator** fee or material misrepresentation related to the **Vehicle**. Mailed notice shall state the effective cancellation date and the reason for cancellation.

**ARIZONA** – The *Cancellation* section is amended to include: The cancellation fee shall not exceed seventy-five dollars (\$75.00 U.S.) or ten percent (10%) of the purchase price paid by the **Contract Holder** for this **Contract**, whichever is less. The cancellation fee shall not exceed the refund due to **You**. The **Administrator** may not cancel this **Contract** or void coverage under this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) prior use or unlawful acts by the **Contract Holder** relating to this **Contract** and covered **Vehicle** and (3) our misrepresentation. **We** may cancel this contract for ineligibility of the **Vehicle** for coverage under the **Contract** and if the **Contract Holder** uses the **Vehicle** in a manner other than as intended by the **Vehicle** manufacturer that is likely to increase the likelihood that the **Vehicle** will be damaged or require repairs.

All exclusions only apply to occurrences after the **Contract** Purchase Date. **Your obligations under this Contract are as described herein.**

**Dispute Resolution:** Arizona **Service Contract Holders** may file with the Director of the Arizona Department of Insurance and Financial Institutions for the relief of any complaint under the provision A.R.S. §§ 20-1095.04 and/or 20-1095.09.

**ARKANSAS**- The *Cancellation* section is amended to include: Paid claims will not be deducted from any cancellation refund.

**CALIFORNIA** - Nobilis Administrative Services, Inc. does business as "Nobilis Vehicle Protection" and its California VSC Provider License Number is 0L78543. Performance to **You** under this **Contract** is guaranteed by American Bankers Insurance Company of Florida (ABIC), 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694, and is 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. If **You** are not satisfied with the insurance company's response, or if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's internet website at [www.insurance.ca.gov](http://www.insurance.ca.gov).

**Cancellation:** The *Cancellation* section of this **Contract** has been deleted in its entirety and replaced with the following: This **Contract** is cancelable by **You** at any time. Provided there are no claims made, **You** may cancel this **Contract** within sixty (60) days of the purchase of this **Contract** (the initial period), by sending **Your** written notification to **Us** before the sixty-first (61st) day and receive a full refund of the purchase price paid. If there have been claims made within the sixty (60) day initial period, **You** will receive either a pro rata refund of the purchase price based on the total time of **Your Contract** term, or the **Contract** purchase price paid less paid claims. After sixty (60) days, **You** will receive either a pro rata refund of the purchase price paid based on the total time of **Your Contract** term or, the **Contract** purchase price paid less paid claims and the lesser service charge of twenty-five dollars (\$25.00 U.S.) or ten percent (10%) of the **Contract** price. Should the service charge and/or amount of claims paid exceed the refund amount, no refund is due to **You**. **You** may cancel by notifying **Us** of the future cancellation date by providing **Your** name and **Contract** number.

**We** may cancel this **Contract** in the event of non-payment of the **Contract** purchase price, or material misrepresentation or fraud by **You**. If **We** cancel, **You** will not be charged the service charge and will be notified by mail at least five (5) days prior to the cancellation effective date. If **We** cancel for material misrepresentation or fraud by **You** within sixty (60) days of **Contract** purchase and no claims have been made, **You** will receive a full refund of the purchase price paid. If **We** cancel after sixty (60) days from **Contract** purchase date, or if there have been claims made under this **Contract**, **You** will receive a pro rata refund of the purchase price paid based on total time of **Your Contract** term.

Any claim that has been reported for authorization prior to the effective date of cancellation will continue to be processed accordingly. If **We** have notice of a Lienholder/Lessor and a Discharge of Lien is not provided, any refund will be issued to the Lienholder/Lessor. If canceled, the **Contract** may not be reinstated or repurchased on **Your Vehicle**.

**Dispute Resolution:** The "Dispute Resolution" section of this **Contract** has been deleted in its entirety and replaced with the following: Any dispute arising out of or relating to the **Contract**, whether in contract, tort, statute, regulation, ordinance, inequity or otherwise and whether **Your** dispute is with **Administrator, Obligor, Provider,** or Selling Store shall be resolved by impartial arbitration. **To initiate arbitration, You must notify the Administrator in writing of Your desire to submit Your Issue to Arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator** has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If **Administrator** demonstrates that none of the three (3) proposed arbitrators are neutral, **you may be asked to proffer additional arbitrators until one (1) is selected.** The arbitrator is responsible for settling the ground rules and procedures for the arbitration. **You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise.** If this section conflicts with the statutory or regulatory arbitration provision in the state in which this **Contract** was purchased, the state's arbitration rules will govern. Such procedures can be found in the California code of Civil Procedure 1280. Additionally, the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. If there is any conflict of law, California law will control Federal law. The location of arbitration will be a location in close proximity to the Customer's residence. The **Contract** is subject

**COLORADO** - **Your** benefits and the **Administrator/Obligor** obligations under this **Contract** are insured by a policy number SFM-5725-CO-1-, with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after **You** provide proof of loss covered by the **Contract**, then **You** may make a direct claim against the above-named insurer.

**CONNECTICUT** - **Dispute Resolution:** If **You** do not agree with **Us** on the amount of loss, **You** may pursue arbitration to settle the disagreement. To request arbitration, mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention—Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, and a copy of the warranty **Contract**.

The **Cancellation** section is amended to include: **You** have a right to cancel this **Contract** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed. If this **Contract** is for less than one (1) year of coverage, this **Contract** will be extended while **Your Vehicle** is being repaired. This **Contract** does not include in-home service. The costs of transporting the **Vehicle** will not be paid for by the **Administrator**.

**FLORIDA** - The **Provider, Administrator and Obligor** for contracts sold in Florida is DZAF, Inc., P.O. Box 140185, Irving, TX 75014 1-855- 850-3923, Florida license number 19909. The rate charged for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation. The **Seller** is not a party to this **Contract** and has no obligations to **You** regarding the benefits provided. **Cancellation:** The "Cancellation" section of this **Contract** is deleted in its entirety and replaced with the following verbiage: In the event this **Contract** is canceled by **You** or **Us**, **We** will keep a prorated amount based on the total time of the **Contract** term. **You** may cancel this **Contract** by surrendering **Your** copy of this **Contract** with written notice to the Selling Store or directly to **Us**. In the event this **Contract** is canceled by **You** during the first thirty (30) days from the Purchase Date, the **Contract** Price will be refunded less any claims paid on the **Contract**. If cancellation is requested from day thirty-one (31) to day sixty (60) the entire **Contract** Price will be refunded less any claims paid on the **Contract** and less administrative charge up to five percent (5%) of the gross premium or fifty dollars (\$50.00 U.S.) whichever is less. If cancellation is requested after sixty (60) days the unearned pro-rata premium will be refunded less any claims paid on the **Contract** and less administrative charge up to ten percent (10%) of the gross premium or fifty dollars (\$50.00 U.S.) whichever is less. Refunds will be payable to **You** or the Lienholder where applicable. **We** reserve the right to cancel this **Contract** only under the following provisions: There is a material misrepresentation or fraud at the time of sale of this **Contract**; or non-payment of the premium by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If the service **Contract** is canceled by **Us**, the refund of premium must not be less than one hundred percent (100%) of the paid unearned pro-rata premium. Cancellation may be requested by a Lienholder in the event of repossession. If canceled, the **Contract** may not be reinstated or repurchased on **Your Vehicle**.

**Transfer:** The transfer fee is reduced from fifty dollars (\$50.00 U.S.) to forty dollars (\$40.00 U.S.).

**GEORGIA** - The **Cancellation** section is amended: If no claims have been made, **You** may cancel **Your Contract** within thirty (30) days of **Contract** purchase and receive a full refund of purchase price paid with no cancellation fee charged. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days return of the **Contract** to **Us** or the **Seller**. The right to void this **Contract** only applies to the original **Contract Purchaser** and if no claims have been made prior to cancellation of the **Contract**. If **You** cancel **Your Contract** within thirty days (30) from **Contract** purchase date and claims have been paid, **You** will receive a full refund of **Contract** purchase price paid, less paid claims with no cancellation fee charged. If **You** cancel **Your Contract** after thirty days (30) from **Contract** purchase date, **You** will receive one hundred percent (100%) of the unearned portion of the **Contract** purchase price, less paid claims and less a cancellation fee not to exceed ten percent (10%) of the unearned prorated **Contract** purchase price paid.

**We** may cancel this **Contract** for material misrepresentation or fraud by **You**. **We** may also cancel this **Contract** for non-payment by **You** of the **Contract** purchase price. If **We** cancel within thirty days (30) of **Contract** purchase and no claims have been paid, **You** will receive a full refund with no cancellation fee. If **We** cancel within thirty days of **Contract** purchase date and claims have been paid, **You** will receive a full refund of purchase price paid, less paid claims and no cancellation fee. If **We** cancel more than thirty days (30) after **Contract** purchase date **You** will receive one hundred percent (100%) of the unearned portion of the **Contract** purchase price, less paid claims and less a cancellation fee not to exceed ten percent (10%) of the unearned prorated **Contract** purchase price paid. Written notice of cancellation by **Us** will be mailed to the **Contract Holder's** last known address with no less than a thirty (30) day notice of cancellation. Mailed notice shall state the cancellation effective date and reason for cancellation.

**Exclusions:** The 8<sup>th</sup> bullet point will be replaced with "As known by **You**, a **Breakdown** caused by or involving modifications to **Your Vehicle** which were not performed or recommended by the **Vehicle** manufacturer."

The 23<sup>rd</sup> bullet point will be replaced with "As known by **You**, any **Breakdown** which existed prior to or was caused by a condition which existed prior to the **Service Contract** purchase date."

**Dispute Resolution:** The "Dispute Resolution" section is deleted in its entirety.

**HAWAII** – The **Cancellation** section is amended to include: 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 the **Service Contract** to the **Provider**.

Upon cancellation of a **Service Contract** by the **Provider**, the **Provider**, at least five (5) days prior to cancellation, shall mail to the **Contract Holder** at the **Contract Holder's** last known address, a written prior notice of cancellation that states the effective date of the cancellation; provided that prior notice under this subsection shall not be required if cancellation is for: 1) Non-payment of the **Provider's** fee for service provided under the **Service Contract**; 2) a material misrepresentation by the **Contract Holder** to the **Provider**; or 3) a substantial breach of duties of the **Contract Holder** under the **Service Contract**, relating to a covered product or its use.

**IDAHO** – The **Cancellation** section is amended to include: Paid claims will not be deducted from any cancellation refund. Coverage authorization is available twenty-four (24) hours a days, seven days per week at 1-888-340-7522. Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

**ILLINOIS** - This **Contract** covers failures due to normal wear and tear in accordance with the terms, conditions, and limitations of the **Contract**.

The *Cancellation* section is amended to include: If **You** elect to cancel this **Contract**, the **Service Contract Provider** may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the **Service Contract** price or fifty dollars (\$50.00 U.S.).

**INDIANA** - Your proof of payment to the issuing **Seller** for this **Contract** shall be considered proof of payment to the **Insurance Company**, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. This is not an insurance contract and not subject to Indiana insurance law.

**IOWA** - This **Contract** is subject to rules administered by the Iowa Insurance Division at 515-654-6600. Written inquiries or complaints should be mailed to the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. If **You** make a direct claim against the insurance company, include a copy of this **Contract** and **Your** paid repair order.

The *Cancellation* section is amended to include: If **We** cancel this **Contract**, **We** will mail a written notice of termination to **You** at least fifteen (15) days before termination. The cancellation fee shall not exceed ten percent (10%) of the purchase price of this **Contract**. A ten percent (10%) penalty will be added each month to any refund that is not paid within thirty (30) days of the return of the **Contract** and signed cancellation request to **Us**.

**LOUISIANA** - The *Cancellation* section has amended to include "If **We** cancel this **Contract**, **We** will provide written notice indicating reason for cancellation and cancellation effective date at least fifteen days prior to cancellation. Prior written notice is not required if the reason for cancellation is non-payment of the **Provider** fee, a material misrepresentation, or a substantial breach of duties by the service **Contract Holder** relating to the covered property or its use. A ten (10%) penalty shall be added each month to a refund that is not paid or credited within forty-five days after return of the **Contract** to the **Provider**."

Any concerns or complaints regarding this motor vehicle service contract may be directed to the Attorney General.

**MAINE** - The **Contract** purchase price is payable, in full, at the time of purchase.

**Cancellation:** The **Administrator** of this **Contract** may cancel this **Contract** for material misrepresentation or non-payment of the **Administrator** fee, with written notice to the **Contract Holder's** last known address with at least fifteen (15) days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. A ten percent (10%) penalty will be added each month to any refund that is not paid within forty-five (45) days of the return of the **Contract** and signed cancellation request to **Us**. An administrative fee not to exceed ten percent (10%) of the **Contract Provider** fee (**Contract** purchase price) paid by the **Service Contract Holder** may be charged by the **Provider**.

**MARYLAND** - The *Cancellation* section is amended to include: "If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. The right to void this **Contract** only applies to the original **Purchaser** and only if a claim has not been paid prior to cancellation of the **Contract**."

In the event **Your Vehicle** is being repaired for a **Breakdown** covered by this **Contract**, and the **Contract** expires during the repair, the **Contract** term is automatically extended until **We** successfully perform the **Covered Repairs**.

**MASSACHUSETTS** - The Other Important Contract Information section is amended as follows, "The **Seller** is the obligated party to this **Contract**. In the event that the **Seller** or **Administrator** cannot provide the benefits as described in this service **Contract**, the underwriting Insurer is required to provide such benefits."

**NOTICE TO PURCHASER:** PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE **YOUR 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 *Cancellation* section is amended to include, "The **Administrator** of this **Contract** may cancel this **Contract** for material misrepresentation or non-payment of the **Administrator** fee, with written notice to the **Contract Holder's** last known address with at least five (5) days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The **Contract Holder** will be refunded a pro-rated amount of the amount paid for the service **Contract**, without any deduction. A ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**."

**MINNESOTA - Cancellation:** 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 the **Contract** to **Us**. The **Administrator** of this **Service Contract** may cancel this **Contract** for material misrepresentation or non-payment of the **Administrator** fee, with written notice to the **Contract Holder's** last known address with at least fifteen (15) days notice of such cancellation; five (5) days notice if the reason for cancellation is non-payment of the **Administrator** fee or material misrepresentation related to the **Vehicle**, or extensive breach of duties by the **Contract Holder** related to the **Vehicle**. Mailed notice shall state the effective cancellation date and the reason for cancellation.

Section 325F.622 of the Minnesota Statute requires the **Seller** to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Seller**. Any loss covered under the **Seller's** express warranty furnished pursuant to Section 325F.622 is excluded from coverage under this **Contract** during the Term of the express warranty unless the **Seller** becomes unable to meet its obligations, provided such loss is otherwise covered by this **Contract**.

**MISSISSIPPI** - Coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

The *Cancellation* section is amended to include, "**You** may cancel this **Contract** for a full refund within thirty (30) days if no claims have been paid. If this **Contract** is canceled after the first thirty (30) days or a claim has been paid within the first thirty (30) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any claims paid under this **Contract**. **We** shall retain ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00 U.S.), whichever is less. A ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. **We** may only cancel this **Contract** for non-payment of the **Provider** fee (**Contract** purchase price), a material misrepresentation by **You** to **Us**, or a substantial breach of duties by **You** relating to this **Contract**. If **We** cancel **Your Contract** for reason other than non-payment of the **Provider** fee, **Your** refund will be one hundred percent (100%) of the **Contract** purchase price less paid claims and an administrative fee not to exceed ten percent (10%) of the **Contract** purchase price. The right to void this **Contract** applies only to the original **Purchaser**."

**Dispute Resolution:** The "Dispute Resolution" section is deleted in its entirety.

If this **Contract** is financed, the **Lienholder** (shown in the Registration page of this **Contract**) may cancel this **Contract** in the event **You** default on **Your** obligation to the **Lienholder** or in the event **Your Vehicle** is declared a total loss.

The **Seller** is required to facilitate any refund due to **You**. Should **You** have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, **please contact Us to expedite and ensure a prompt refund, if due, is provided.**"

**MISSOURI** - Coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

The *Cancellation* section is amended to include, "**You** may cancel this **Contract** for a full refund within thirty (30) days if no claims have been paid. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. A written notice will be mailed to the **Contract Holder** within fifteen (15) days of the date of cancellation by the **Contract Holder**. The right to void this **Contract** applies only to the original **Contract Purchaser**."

**MONTANA - Cancellation:** The **Provider** of this **Contract** may cancel this **Contract** with written notice to the **Contract Holder's** last known address with at least five (5) days notice of such cancellation. Prior notice is not required if canceled by the **Provider** for: (i) non-payment of

**Provider** fee; or (ii) a material misrepresentation by the **Contract Holder** to the **Provider**. Mailed notice shall state the effective cancellation date and the reason for cancellation.

**NEBRASKA** - Your benefits and the **Administrator** and **Obligor** obligations under this **Contract** are insured by a policy with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after **You** provide proof of loss covered by the **Contract**, then **You** may make a direct claim against the above-named insurer. **Dispute Resolution:** The "Dispute Resolution" section is deleted in its entirety.

**NEVADA** The *Cancellation* section is amended to include the following: No cancellation fee will be charged and claims paid will not be deducted from any refund. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. 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 the **Purchaser** to pay an amount when due; (b) Conviction of the **Purchaser** of a crime which results in an increase in the service required under the **Contract**; (c) Discovery of false or misrepresented material by the **Purchaser** in obtaining this **Contract**, or in presenting a claim for the service thereunder; (d) Discovery of: (1) an act of omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Contract** after the **Effective Date** of the **Contract** and which substantially and materially increases the service required under the **Contract**, (5) A material change in the nature or extent of the required service or repair which occurs after the **Effective Date** of the **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Contract** was issued or sold. Cancellation of this **Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Purchaser**.

**Exclusions:** The 11<sup>th</sup> bullet point will be deleted and replaced with "Certain vehicles outlined in the **Administrator's** or **Service Contract Provider's** guidelines with the **Seller** are ineligible. This includes but is not limited to: any vehicle where the original vehicle manufacturer warranty has been voided prior to **Contract** purchase, incomplete chassis, branded title vehicles, total loss vehicles, taxi vehicles, limousine vehicles, lifted vehicles that are not within vehicle manufacturer's specifications, vehicles equipped with a utility bed.

The 15<sup>th</sup> bullet point will be deleted and replaced with "If the original **Vehicle** manufacturer's warranty on **Your Vehicle** becomes void during the term of this **Contract**, **We** will exclude all coverage that would otherwise have been provided under the voided manufacturer warranty and **We** will continue to provide coverage under this **Contract**, unless coverage is otherwise excluded by the terms of this **Contract**."

**Transfer:** There is no transfer fee due when requesting transfer of this **Contract** to a subsequent **Vehicle** owner.

If **You** are not satisfied with the manner in which **We** have handled **Your** claim, **You** may contact the Commissioner of Insurance by calling the Nevada Division of Insurance at 888-872-3234.

**NEW HAMPSHIRE** - If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll-free number. New Hampshire residents only may also contact the New Hampshire Insurance Commissioner at the following address: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301. Arbitration of this **Contract** is subject to conditions of RSA 542.

**NEW JERSEY - Cancellation:** 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 the **Contract** to **Us**. If **We** cancel this **Contract**, **We** will mail a written notice stating the effective date and reason for cancellation to **Your** last known address at least five (5) days prior to cancellation. Written notice shall not be required if the reason for cancellation is for non-payment of the provider fee, a material misrepresentation or omission, or a substantial breach of contractual obligations by the **Contract Holder**.

**NEW MEXICO** - This **Service Contract** is insured by American Bankers Insurance Company of Florida. If the **Service Contract Provider** fails to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If **You** have concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 1-855-427-5674.

**Cancellation:** The following sentence(s) is added: If this **Contract** is originally delivered to **You** by mail, **You** may cancel this **Contract** within twenty (20) days after the date the **Contract** was mailed to **You** and receive a full refund of the **Contract** price, provided no claim has been made under the **Contract**. If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within sixty (60) days of return of the **Contract** to **Us**. No **Service 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 the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Contract**; (c) Discovery of false or misrepresented material by the **Contract Holder** in obtaining this **Contract**, or in presenting a claim for the service thereunder; (d) Discovery of the following (if occurred after the **Effective Date** of the **Contract** and substantially and materially increased the service required under the **Contract**): (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Contract**. Cancellation of this **Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**.

**NEW YORK - Cancellation:** A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the **Contract** to **Us**. If **We** cancel this **Contract**, **We** will provide written notice indicating reason for cancellation and cancellation effective date at least fifteen days prior to cancellation. Written notice is not required if the reason for cancellation is non-payment of the **Provider** fee, a material misrepresentation, or a substantial breach of duties by the **Service Contract Holder** relating to the covered property or its use.

**NORTH CAROLINA** - The **Contract Holder** may cancel this **Contract** at any time after purchase and receive a pro-rata refund less any claims paid on the **Contract** and a reasonable administrative fee, not to exceed ten percent (10%) of the amount of the pro-rata refund.

**OHIO** - This **Contract** is not insurance and not subject to insurance laws of this state. Coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

This **Contract** may provide a duplication of coverage already provided by **Your** automobile physical damage insurance policy.

**OKLAHOMA** - **Nobilis Administrative Services, Inc.'s** Oklahoma Service Warranty License Number is 502216739, and its principal office is located at 5100 N O'Connor Blvd, Suite 100, Irving, TX 75039. This **Contract** is not issued by the manufacturer or wholesale company marketing the product. This **Contract** will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

The *Cancellation* section is amended to include: All refunds payable to **You** under this **Contract** in the event **You** cancel this **Contract** shall be payable to **You** and any **Lienholder** as **Your** respective interests may appear. If **Your Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. **You** may cancel this **Contract** at any time by notifying the **Seller** or **Administrator** in writing of **Your** intent to cancel. If this **Contract** is canceled within the first thirty (30) days, **You** will receive a full refund. If this **Contract** is canceled after the first thirty (30) days or a claim has been paid within the first thirty (30) days, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under this **Contract**. **We** shall retain ten percent (10%) of the unearned pro-rata premium or fifty dollars (\$50.00 U.S.), whichever is less. If there is no **Lienholder**, the refund will be paid to **You**. If there is a **Lienholder** the refund will be paid to the **Lienholder**. The **Administrator** of this **Contract** may cancel this **Contract** with



written notice to the **Contract Holder's** last known address with at least fifteen (15) days notice of such cancellation. Mailed notice shall state the effective cancellation date and the reason for cancellation. The **Administrator** of this **Contract** may cancel this **Contract** for material misrepresentation or non-payment of the **Administrator** fee. If the **Administrator** of this **Contract** cancels this **Contract**, one hundred percent (100%) of the unearned pro-rata premium will be refunded less the actual cost of any service provided under this **Contract**. **NOTE:** Transferred contracts are not eligible for cancellation refunds. This **Contract** is non-renewable.

**OREGON - Nobilis Administrative Services, Inc.** is a registered obligor of service contracts in Oregon. The **Seller** is not a party to this **Contract** and has no obligations to **You** in regard to the benefits provided. Pursuant to ORS 36.600 through ORS 36.740, Arbitration is not mandatory for dispute resolution and the additional verbiage is added to the "Dispute Resolution" section of this **Contract**: If claim settlement cannot be reached, and the parties agree to arbitration at the time of the dispute, then arbitration takes place under the laws of Oregon, and is held in **Your** county or another mutually agreed upon location. Unresolved complaints concerning a registered Obligor or questions concerning the regulation of an Obligor may be addressed to the Department of Consumer and Business Services, Insurance Division, PO Box 14480, Salem, Oregon 97309, (503) 947-7982.

The **Cancellation** section is amended to include: Any refund due to **You**, or **Your** Lienholder where applicable, will be returned by **Your Seller**. In the event a refund has not occurred within thirty (30) days of written cancellation notice, **We** will refund amounts due under this **Contract**.

Coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

**SOUTH CAROLINA** - Coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

This **Contract** is subject to the rules administered by the South Carolina Department of Insurance. In the event of a dispute with the **Administrator** of this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or (800) 768-3467.

The **Cancellation** section is amended to include: If a full refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. The **Administrator** of this **Contract** may cancel this **Contract** for material misrepresentation or non-payment of the **Administrator** fee, with written notice to the **Contract Holder's** last known address with at least fifteen (15) days notice of such cancellation. Prior notice is not required if the reason for cancellation is non-payment of the **Administrator** fee, material misrepresentation related to the **Vehicle**, or extensive breach of duties by the **Contract Holder** relating to the **Vehicle**. Mailed notice shall state the effective cancellation date and the reason for cancellation. The right to void this **Contract** applies only to the original **Contract Purchaser**.

**TEXAS** - Texas Service Contract Provider Administrator registration number is 260, and Texas Service Contract Provider registration number is 720. All unresolved complaints concerning **Us** or questions concerning the regulation of service contract administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202. Pursuant to Section 1304.158, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the **Contract** is returned to the **Administrator**.

The **Cancellation** section is amended to include: **We** may cancel this contract by mailing a written notice of cancellation to **You** at **Your** last known address as provided five (5) days prior to the cancellation effective date. The written notice will include reason and effective date for the cancellation. If **We** cancel within thirty (30) days of **Contract** purchase for nonpayment, fraud, material misrepresentation or substantial breach of duty by the **Contract Holder** relating to this **Contract**, **You** are entitled to a full refund of the purchase price paid, less paid claims and no fee will be charged. If **We** cancel after thirty (30) days of **Contract** purchase for nonpayment, fraud, material misrepresentation or substantial breach of duty by the **Contract Holder** relating to this **Contract** **You** are entitled to a pro-rated refund of the purchase price paid, less paid claims and no fee will be charged. If a refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month equal to the amount outstanding will be added to the refund if it is not made within forty-five (45) days of return of the **Contract**. The right to cancel this **Contract** is not transferable to a subsequent **Contract Holder**.

**UTAH** - This **Service Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The **Contract** purchase price is payable, in full, at the time of purchase. Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. Coverage Authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

Failure to give any notice or file any proof of loss required by the policy within the time specified in the **Contract** does not invalidate a claim made by **You**, if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

**Cancellation:** The Cancellation section of this **Contract** has been deleted and replaced with: "**You** may cancel this **Contract** at any time by contacting the **Seller** indicated on the first page of this **Contract**. **You** may cancel this **Contract** within thirty (30) days for a full refund of the purchase price paid, less any claims paid. If **You** cancel the **Contract** and provide written notice of cancellation after thirty (30) days of the **Purchase Date**, **We** will keep a prorated amount of the **Contract Purchase Price** based on the total time of **Your Contract** term, plus a cancellation fee of fifty dollars (\$50.00 U.S.), and less claims paid. Should the cancellation fee and/or amount of claims paid exceed the refund amount, no refund is due to **You**."

**We** may cancel this **Contract** within the first sixty (60) days of purchase with a ten (10) day written notice. After sixty (60) days, **We** may only cancel this **Contract** for non-payment of the **Contract** purchase price, material misrepresentation or breach of contractual duties by **You**. If **Your Contract** is canceled for non-payment, **We** will provide a ten (10) day written notice of cancellation. If **We** cancel **Your Contract** for a reason other than non-payment, **We** will provide a thirty (30) day written notice of cancellation. Written notice will include reason for cancellation, cancellation effective date, and will be sent via first class mail to **Your** last known address. Upon cancellation by **Us**, **You** will be refunded a pro-rata refund of the unearned purchase price paid by **You**, without any deductions. If **We** have notice of a Lienholder/Lessor and a Discharge of Lien is not provided, any refund will be issued to the Lienholder/Lessor. If canceled, the **Contract** may not be reinstated or repurchased for **Your Vehicle**."

The **Dispute Resolution** section is deleted in its entirety and replaced with the following: "Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**, any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction."

**VERMONT - Dispute Resolution:** The "Dispute Resolution" section is deleted in its entirety.

**WASHINGTON** - The **Obligor, Service Contract Provider, Administrator, We, Us, or Our** of this **Contract** is Nobilis Administrative Services, Inc. as defined in the "Definitions" section of **Your Contract**. **Our** obligation to perform under the terms of **Your Contract**, and as indicated in Section "OTHER IMPORTANT CONTRACT INFORMATION", are insured by an insurance policy with American Bankers Insurance Company of Florida, 1122 Quail Roost Drive, Miami, FL 33157. If the benefits as described in **Your Contract** are not provided within sixty (60) days after **You** provide proof of loss to **Us**, **You** may make a claim directly with the insurer named above.

The "Claims Procedures" section of **Your Contract** provides information in which a claim may be filed. Additionally, coverage authorization is available twenty-four (24) hours a day, seven (7) days per week at 1-888-340-7522.

The following language is added to the Dispute Resolution section of **Your Contract**: No provision of the Dispute Resolution section contained in this **Contract** will invalidate Washington state law(s) which would otherwise be applicable to arbitration proceedings arising from this **Contract**. Arbitrations will be held in the county in which **You** maintain **Your** permanent residence.

**INFORMATION DISCLOSURE:** **You**, the undersigned, have read and explicitly understand the following **Contract** provisions:

1. Section "Roles and Responsibilities" of **Your Contract** indicate material conditions that **You** must meet to maintain coverage under this **Contract** such as but not limited to, the requirement that **You** obtain **Our** authorization prior to beginning any repair covered by this **Contract** and that **You** must maintain **Your Vehicle** based on the **Vehicle** manufacturer's recommended maintenance schedule. **You** must keep receipts documenting the repair and maintenance work in support of **Your Vehicles** manufacturer maintenance requirements. **We** shall not deny a claim for **Contract** coverage based upon **Your** failure to properly maintain **Your Vehicle**, *unless* the failure to maintain **Your Vehicle** involved the failed part or parts. \_\_\_\_\_(Initial)
2. Section "Covered Parts" of **Your Contract** outlines the coverage **You** selected and purchased as indicated on **Your Registration page**. \_\_\_\_\_(Initial)
3. Section "Term" of **Your Contract** defines the **Contract Term Effective Date** of this **Contract** as indicated on **Your Registration page**. \_\_\_\_\_(Initial)
4. The implied merchantability on **Your Vehicle** is not waived if this **Contract** has been purchased within ninety (90) days of the purchase date of **Your Vehicle** from **Us** or the **Service Contract Seller** who also sold **You** the **Vehicle** listed on the Registration page covered by this **Contract**. \_\_\_\_\_(Initial)
5. The "Exclusions" section of this **Contract** lists certain events and conditions where no benefit or coverage will apply, including but not limited to a **Breakdown** where an apparent problem occurs caused by **Your** failure to take reasonable precautions to protect further damage or have **Your Vehicle** towed to a service facility when continued operation may result in further damage. \_\_\_\_\_(Initial)
6. Section "Cancellation" of **Your Contract** is replaced with the cancellation language and provisions stated below. \_\_\_\_\_(Initial)

**Cancellation:** **You** may cancel this **Contract** at any time. To cancel this **Contract**, contact **Your Seller** who will assist **You** with **Your** cancellation request for **Your Vehicle**. If **You** are unable to return to the **Seller**, contact **Us**. **You** will be required to provide written notice of **Your** cancellation request.

**We** may cancel this **Contract** at any time and not pay for a **Mechanical Breakdown** if any of the following conditions occur:

- **Your Vehicle** meets any of the conditions listed in the "Exclusions" section noted above with exception to conditions present at time of **Contract** purchase. Certain vehicles outlined in the Administrator's or **Service Contract Providers** guidelines with the **Seller** are ineligible at time of **Contract** purchase. **We** only have sixty (60) days from time of **Contract** purchase to qualify **Your Vehicle** for **Our** program. After the first sixty (60) days from **Contract** Purchase Date **Your Vehicle** qualifies for **Our** program unless there has been material misrepresentation or fraud by **You**.

If this **Contract** is financed, the **Lienholder** (shown in the Registration page of this **Contract**) may cancel this **Contract** in the event **You** default on **Your** obligation to the **Lienholder** or in the event **Your Vehicle** is declared a total loss.

If this **Contract** is canceled within the first thirty (30) days after **Purchase Date** **You** are entitled to a full refund if **You** have not filed a claim against the **Contract**. If **You** contact the **Seller** or **Us** and provide written notice of cancellation after thirty (30) days of the **Purchase Date**, **We** will keep a prorated amount of the **Contract Purchase Price** based on the total time of **Your Contract** term, plus a cancellation fee of twenty-five (\$25.00 U.S.), if applicable and less claims paid. A ten (10%) percent penalty shall be added to any refund that is not paid within thirty days of return of the **Contract** to the **Provider**.

If the **Purchase Price** of this **Contract** was included in the financing of **Your Vehicle**, any refund shall be paid to the **Lienholder** on **Your** behalf, and the refund will be deducted from **Your** balance owed.

Service upon the commissioner as attorney constitutes effective legal service upon the **Contract Provider**.

The **Seller** is required to facilitate any refund due to **You**. Should **You** have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact **Us** to expedite and ensure a prompt refund, if due, is provided.

**WISCONSIN - THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Any reference to obtaining "PRIOR AUTHORIZATION" is amended as follows: Prior to any repair being made, instruct the repair facility to contact the **Administrator** to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the **Administrator** is prejudiced by the **Contract Holder's** failure to obtain authorization.

The *Cancellation* section is amended to include: "**You** may cancel this **Contract** within thirty (30) days after the date the **Contract** was purchased and receive a full refund of the **Contract** price, less actual costs or charges needed to issue and service this **Contract**."

**Dispute Resolution:** The "Dispute Resolution" section is deleted in its entirety.

**WYOMING** – The *Cancellation* section is amended to include: If any refund is due to **You** under this **Contract**, a ten percent (10%) penalty per month will be added to the refund if it is not made within forty-five (45) days of return of the **Contract** to **Us**. If the **Administrator** of this **Service Contract** cancels this **Contract** for anything other than material misrepresentation, or non-payment of the **Administrator** fee, the **Administrator** shall send written notice of cancellation to the **Contract Holder's** last known address at least ten (10) days prior to such cancellation stating the effective cancellation date and the reason for cancellation.

**Dispute Resolution:** The Dispute Resolution section of this **Contract** has been deleted in its entirety and replaced with: "Disputes arising out of this **Contract** may be arbitrated but arbitration is not required. In the event of a dispute, parties to this **Contract** may agree to arbitration in a separate written agreement and the arbitration process will follow arbitration procedure as prescribed under W.S. § 1-36-101 to 1-36-119." Proper venue for the resolution of any dispute shall be the county in the State of Wyoming where the cause of action arose or in the county in the State of Wyoming where the **Contract Holder** resides.