

## Section 1 Definitions

**“Administrator”** means Administration Plus USA PO Box 335 Dublin, Ohio 43017 – 1-866-537-5063

**“Breakdown”** means the failure of any original or like replacement part covered by this **Contract** to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owner’s Manual.

**Breakdown** does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

**“Contract”** means this vehicle service contract.

**“Contract Price”** means the amount **You** paid for this **Contract** shown on the Information Schedule.

**“Contract Purchase Date”** means the date **You** purchased this **Contract** shown on the Information Schedule.

**“Cost”** means the reasonable and customary charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed the manufacturer’s suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.

**“Deductible”** means the amount **You** are required to pay, as shown in the Information Schedule, per visit for covered **Breakdowns**. If Your **Cost** is a Warranty Deductible charge imposed by the manufacturer, this **Contract** will pay the manufacturer’s Deductible.

**“Elimination Period”** means the first 30 days and 1,000 miles of this **Contract**, affords no coverage whatsoever including roadside assistance. Coverage begins on the 31<sup>st</sup> day, and when 1,001 miles has been driven after the **Contract** Purchase date.

**“Light Commercial Use”** means vehicles that are titled in a business name and driven by a single individual who has an insurable interest in the vehicle. The activities in which that vehicle may be used for include route work, job site activities, service or repair work, delivery of goods and services and outside sales activities. This includes towing as long as the vehicle is equipped with a factory installed tow package, and the vehicle does not exceed the published limitations of that towing package. To obtain this coverage a surcharge will apply.

**“Miles”** means the number of Miles shown on the Information Schedule.

**“Months”** means the number of Months shown on the Information Schedule.

**“Odometer Miles”** means the actual miles Your Vehicle has traveled as recorded on an unaltered odometer.

**“Obligor”** means Protection Plus USA, Inc. – PO Box 335 Dublin, Ohio 43017

**“Pre-Existing”** – Means a condition that within all reasonable mechanical probability relates to the mechanical integrity of **Your Vehicle** and was present prior to **Contract** issuance.

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

**“Producer”** means the entity from whom **You** purchased this **Contract** shown on the Information Schedule.

**“Vehicle”** means the covered car or truck shown in Information Schedule. “**You**” and “**Your**” mean the customer (private individual) shown in Section 1 on the Information

Schedule, or an eligible person to whom this **Contract** has been properly transferred.

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

**“We”, “Us” and “Our”** means Protection Plus USA Inc. PO Box 335 Dublin, Ohio 43017 – 1-866-537-5063.

## **Section 2 What is Covered**

The following parts are covered. Parts not listed are not covered. **Component Coverage is based on the function of the named component at the time this contract was written. Changes in technology or in the terminology of those named components may be covered under this contract at the sole discretion of the Administrator.**

- 1. Engine:** All internally lubricated parts including but not limited to: crankshaft and bearings, oil pump, pistons, piston rings, connection rods and rod bearings, timing gears, timing chain, timing belt, camshaft and camshaft bearings, push rods, rocker arms, rocker arm shaft and hydraulic lifters, intake and exhaust valves, valve springs, harmonic balancer, water pump. Engine blocks and cylinder heads are also covered if **Breakdown** was caused by an internally lubricated part. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
- 2. Turbocharged/Supercharged/Diesel Engines (This coverage must be purchase if so equipped):** All internally lubricated parts, turbocharger and injection pump. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
- 3. Automatic/Standard Transmission:** All internally lubricated parts within the gear case, torque converter, housing if **Breakdown** was caused by the failure of an internally lubricated part. Seals and Gaskets are only covered in conjunction with a covered repair. (Clutch plate, pressure plate, Flywheel, Cables, Electrical Components, release and pilot bearings are NOT included). Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
- 4. Drive Axle Assembly (2 Wheel Drive):** All internally lubricated parts. Universal and CV joints except if boot was damaged or missing. Drive axle housing is also covered if damage is caused by **Breakdown** of an internally lubricated part. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
- 5. 4 Wheel Drive / All Wheel Drive:** Coverage will apply only when selected on the Information Schedule. Drive Axle Assembly (4 Wheel and All Wheel Drive): All internally lubricated parts, CV joints (except if boot was damaged or missing). Housing and transfer case if damaged by an internally lubricated part. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
- 6. Air Conditioning** - Compressor, Condenser, Evaporator, Expansion Valve, and Blower Motor. The following Components are also covered if required in connection with the repair of a listed Covered Component: accumulator/receiver dryer and orifice tube. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.

7. **Cooling** – Water Pump, Engine Cooling Fan Motor, Fan and Fan Clutch. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
8. **Electrical** – Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front and rear window wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defogger switch, heater/A.C. blower speed switch, power window motors and switches, power door lock actuator and switches. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
9. **Fuel** – Fuel delivery pump, fuel injection pump and metal fuel delivery lines. Seals and Gaskets are covered only in conjunction with a covered repair if your vehicle is older than 10 model years, or has more than 125,000 miles on the odometer.
10. **Seals & Gaskets** – Seals and Gaskets are covered for all components that are listed as covered in the Schedule of Coverage's, provided the **Vehicle** described in the information schedule has less than 125,000 miles on the odometer or is less than 10 model years old at the time of **Contract** issuance. **Vehicles** with 125,001 miles or more on the odometer and is older than 10 model years at the time of **Contract** issuance are not eligible for Seals and Gaskets Coverage.

#### **ADDITIONAL BENEFITS**

- **Towing Benefit** – in the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to one hundred fifty dollars (\$150.00) per occurrence. **No deductible shall apply to this benefit.**
- **Rental Benefit** – In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle, from a licensed rental agency, while **Your Vehicle** is at a **Repair Facility**. Coverage will be provided to **You** up to a maximum of thirty-five dollars (\$35.00) for every eight (8) labor hours, or a portion thereof, of authorized labor time required to complete the repair, up to a maximum of one hundred and seventy-five dollars (\$175.00) for each **Breakdown**. In addition, a maximum of one (1) additional day of rental shall be paid for parts ordering and inspection delays. **No Deductible shall apply to this benefit.**
- **Trip Interruption** - In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in a **Licensed Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to one hundred twenty-five dollars (\$125.00) per day for a maximum of three (3) days (Total benefit per occurrence of three hundred seventy-five dollars (\$375.00)). **No deductible shall apply to this benefit.**
- **Lost Key/Lockout** - In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, this benefit covers receipted expenses, up to a maximum of fifty dollars (\$50.00), for locksmith services. **No deductible shall apply to this benefit.**
- **Tire Coverage Benefit** - In the event **Your Vehicle's** tire(s) incur(s) damage from a road hazard, **We** will pay or reimburse **You** for receipted expenses for tire repair, or if non-repairable, for tire replacement up to a maximum of twenty dollars (\$20.00) for each tire repaired or one hundred dollars (\$100.00) for each tire replacement, up to a maximum aggregate of four hundred dollars (\$400.00) during the term of this **Contract**. A "road hazard" shall mean: pothole, rock, nail, wood, tree limb/branch, or other debris

on the road surface. In order to obtain coverage under this benefit the tire tread depth must be a minimum of 3/32". Pre-authorization is required. **No deductible shall apply to this benefit.**

- **Auto Deductible Reimbursement Benefit** – In the event **You** file a claim against **Your** collision or comprehensive auto insurance policy that is paid by **Your** auto insurance company, we will reimburse **You** up to \$250.00 (two hundred and fifty dollars) towards **Your** insurance deductible. A thirty day (30) waiting period applies to this benefit. This benefit is limited to one (1) occurrence during the life of this contract. **You** must notify us of a claim under this benefit within thirty (30) days of the date of final settlement in order to collect **Your** reimbursement under this benefit. Under no circumstance shall the date of loss predate the **Contract Purchase Date** plus the thirty (30) day waiting period. Notification must be in writing. The following documents must be submitted to us to receive your benefit:
  1. A police Report or Statement from you detailing the incident.
  2. A copy of your proof of Insurance.
  3. A copy of your vehicle registration.
  4. A copy of the claim documentation that was submitted to your insurance company.
  5. A copy of the claim check issued by your insurance company.
  6. A copy of the repair bill or repair order signed by you at the completion of repairs.
  7. Any other documentation that we, in our sole discretion may request to verify your claim.

All documentation must be submitted to us within sixty (60) days of the date of final settlement in order to obtain reimbursement. **No deductible shall apply to this benefit.**

**FOR EMERGENCY ROADSIDE ASSISTANCE YOU MUST CALL: 1-888-460-0515**

In the event of a non-accident related incident, where failure is due to a defect in material or workmanship, Roadside Assistance is available by calling the toll-free phone number listed above. For the term of your contract, the following 'sign & drive' benefits are available 24 hours a day, 365 days a year, anywhere in the United States (including Alaska & Hawaii) and Canada:

**Towing, Jump Starts, Flat Tire Changes** (using **Your** inflated spare) **Vehicle Fluid Delivery** (cost of fluids extra) **Lockout Assistance** (key cutting/replacement extra) **Concierge Service** (courtesy help & emergency phone call support - relatives, police, etc.) Only service requests provided through the above listed number will be honored. A Maximum Benefit of \$100.00 (one hundred dollars) per incident applies. The maximum number of incidents for the entire term of this Contract is 3 (three) incidents. Services are not available in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.

**Administered by Emergency Response Marketing, Inc.**

In the event **You** contract for this service directly, you will be entitled to receive reimbursement by submitting a valid receipt (a valid receipt must have the vendor/servicer's name, address and telephone number pre printed on the receipt) to us

at: PO Box 335, Dublin, Ohio 43017. The maximum benefit per occurrence is one hundred dollars (\$100.00). **No deductible shall apply to this benefit.**

### **Section 3 GENERAL PROVISIONS**

This **Contract** is between **You** and **Us**, and is subject to all the terms and conditions herein: **Contract Period Coverage under this Contract begins on the Vehicle Purchase Date set forth in the information schedule and will expire at 12:01 a.m. Eastern Standard Time on the Expiration Date or upon reaching the Expiration Odometer, whichever occurs first, set in the information schedule. The Contract period includes the Elimination Period as described under DEFINITIONS of this Contract.**

#### **Limit of Liability**

**Per Repair Visit-** Our liability per **Breakdown Coverage** for any one (1) repair visit shall in no event exceed ten thousand dollars (\$10,000.00).

**Aggregate –** The total of all claims paid or payable **per Breakdown Coverage** while this **Contract** is in force shall in no event exceed the aggregate of ten thousand dollars (\$10,000.00) . In the event this occurs, the contract shall be deemed no longer in force. There can be no further claims paid under the terms and conditions herein.

**Deductible -** In the event of a **Breakdown** covered by this **Contract**, You may be required to pay a Deductible for each repair visit to repair or replace a Covered Part. To determine if a Deductible applies, and if so, the amount, please see the Deductible entry in the information schedule.

If, at the time of payment of any claim under this service contract, there remains an outstanding balance on the purchase price of this service contract, **Administrator** may, in its sole discretion, withhold all or a portion of the payment and apply it to reduce the outstanding balance of the purchase price.

#### **A. Transferability**

**1. Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** holder.

**2. In order to transfer the Contract**, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to the subsequent individual purchaser.

- Original **Contract**;
- Letter requesting transfer signed by **You** and the purchaser of **Your Vehicle** and listing the date of transfer and the current odometer mileage;
- Fifty Dollar (\$50.00) transfer fee made payable to the **Administrator**; and
- Copies of all maintenance records.

Forward all required documentation to the **Administrator** at the address shown in the **Contract**.

Any manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer.

Note: The term and/or coverage under some vehicle manufacturer's warranties are reduced upon transfer to a subsequent vehicle owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this **Contract** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer request. These maintenance records must be retained along with similar documentation for future maintenance work that the new owner has performed in accordance with, **YOUR RESPONSIBILITIES**. If these requirements are not met, the **Administrator** has the right to deny transfer of this **Contract**.

## **B. Cancellation of Your Contract**

1. **You** may cancel the **Contract** at any time by:

- a. Contacting the **producer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **producer** of **Your** desire to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit indicating the odometer reading at the date of the request.

The request for cancellation must be made no later than forty-five (45) days of the date that the cancellation is to become effective (except in the case of stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

2. **We** may cancel, at any time if:

- a) **Your Vehicle** is totaled or repossessed.
- b) **Your Vehicle's** odometer is disconnected or altered or the true and actual miles cannot be determined.
- c) **Your Vehicle** is used in a manner not covered by the **Contract**, including vehicle modifications not recommended by the manufacturer.
- d) The charge for the **Contract** is not paid.
- e) **You** employed intentional misrepresentation in obtaining the **Contract**.
- f) **You** employed intentional misrepresentation in the submission of a claim.
- g) **Your Vehicle** does not have a valid manufacturer VIN.
- h) **Your Vehicle's** title is branded as salvage, junk, rebuilt, totaled, flood damaged or manufacturer buyback.
- i) **Your** claim aggregate has reached the Vehicle Purchase Price.
- j) **If the required maintenance is not completed with the required documentation to prove it.**

Notice of such cancellation will be delivered to **You** by first class mail. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

### C. Refund Calculation

If this **Contract** is cancelled within the first sixty (60) days from the effective date, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a seventy five dollar (\$75.00) administrative fee, (if applicable). If a claim has been paid under the terms and conditions of this **contract**, the amount of ALL claims paid will be deducted from any refund due, (where permitted). In the event of cancellation, the lienholder, if any, may be named on a cancellation refund check as their interest may appear.

**Our Rights to Recover Payment** - If You have a right to recover against another party for anything We have paid under this **Contract**, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

**Insurance** - Our obligations under this **Contract** are insured under an Insurance Policy issued by Western Insurance Company 675 W. Moana Lane, Reno, Nevada 89509. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Western Insurance Company. To do so, please call the following toll-free number for instructions: 1-877-829-6650.

### Section 4 WHAT IS NOT COVERED

This **Contract** does not provide **Coverage**:

- 1) FOR ANY CLAIM NOT RECEIVING PRE-AUTHORIZATION FOR REPAIRS FROM THE ADMINISTRATOR.
- 2) FOR REPAIRS TO ANY PART OR PARTS OF THE DESCRIBED VEHICLE NOT SPECIFICALLY LISTED IN SECTION 2, BREAKDOWN COVERAGES, OF THIS CONTRACT AND FOR ANY OF THE FOLLOWING PARTS: FACTORY INSTALLED: CB RADIO, RADAR DETECTOR, STEREO EQUALIZER, ON BOARD GLOBAL POSITIONING SYSTEM, FAX MODEM, BUILT-IN TV AND VCR, VIDEO GAME SYSTEM, COMPUTER SYSTEM INCLUDING PRINTER, CARBURETOR, BATTERY, BATTERY CABLES, SHOCK ABSORBERS, MANUAL TRANSMISSION CLUTCH ASSEMBLY (FRICTION CLUTCH DISC, PRESSURE PLATE AND THROW OUT AND PILOT BEARING), MANUAL AND HYDRAULIC LINKAGES, TRANSMISSION AND BRAKE CABLES, DISTRIBUTOR CAP AND ROTOR, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, HEADLAMPS AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, BRAKE ROTORS AND DRUMS, EXHAUST SYSTEMS, EMISSION COMPONENTS, WINDSHIELD WIPER ARMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, ZIPPERS, NUTS, BOLTS AND FASTENERS, FREEZE PLUGS, CUP HOLDERS, ASH TRAYS, DASH PAD, SQUEAKS, RATTLES, WATER LEAKS, WIND NOISE, SEAT FRAMES, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, HINGES, MIRRORS, MIRROR HINGES, MIRROR HOUSINGS, HUBCAPS, BUMPERS,

BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE TIRE COVERAGE BENEFIT OPTION).

- 3) FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, MANUAL TRANSMISSION CLUTCH ASSEMBLY (PRESSURE PLATE, FLYWHEEL, THROW OUT AND PILOT BEARINGS), MANUAL AND HYDRAULIC LINKAGES, HOSES, DRIVE BELTS, SHOP SUPPLIES AND ENVIRONMENTAL WASTE CHARGES.
- 4) FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, LUBRICANTS OR FOREIGN MATERIAL. DAMAGE RESULTING FROM COAGULATED COOLANTS IS NOT COVERED.
- 5) FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FAILURE TO PROVIDE VERIFIABLE PROOF OF MAINTENANCE WILL/ MAY VOID COVERAGE. FOR ANY BREAKDOWN CAUSED BY PRE-IGNITION, DETONATION, CARBON, SLUDGE OR VARNISH BUILD-UP, LUBRICANT BLOCKAGE OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS, AND/OR COOLANTS, OR ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED, YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHTS/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY IN A SAFE MANNER AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE.
- 6) FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED.
- 7) IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING, BUT NOT LIMITED TO DAMAGE RESULTING TO ANY CUSTOM OR ADD-ON PART OR FAILURE AS A RESULT OF ANY CUSTOM OR ADD- ON PART, INCLUDING BUT NOT LIMITED TO: ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS.

OVERSIZED TIRES THAT CAUSE YOUR ODOMETER TO BE READ IMPROPERLY. YOU MUST RETAIN PROOF THAT YOUR VEHICLE'S ODOMETER HAS BEEN RECALIBRATED SO THAT THE TRUE AND ACTUAL MILEAGE CAN BE DETERMINED. IF PROOF CANNOT BE PROVIDED, THE ADMINISTRATOR HAS THE RIGHT TO RECALCULATE YOUR EXPIRATION MILEAGE IN ACCORDANCE WITH INDUSTRY STANDARDS.

- 8) FOR VEHICLES THAT DO NOT HAVE A VALID MANUFACTURER VIN OR IS TITLED BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER BUYBACK.
- 9) FOR BREAKDOWNS, IF THE VEHICLE ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED. IF THE ODOMETER HAS CEASED TO OPERATE YOU MUST SEEK REPAIR IMMEDIATELY.
- 10) FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE, DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL CHARGES.
- 11) WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM OR ANY WARRANTY FROM THE MANUFACTURER SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES (REGARDLESS OF THE REMAINING MANUFACTURER'S WARRANTY WHEN YOU PURCHASED THIS CONTRACT). FURTHER, COVERAGE UNDER THIS CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING PUBLIC RECALLS AND FACTORY SERVICE BULLETINS.
- 12) IF YOUR VEHICLE IS USED FOR TOWING A TRAILER OR ANOTHER VEHICLE OR OBJECT UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE. NO COVERAGE WILL BE PROVIDED IF YOUR VEHICLE IS USED FOR COMMERCIAL OR BUSINESS USE SUCH AS, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE OR SHUTTLE, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING OR SNOW REMOVAL OR ANY USE INVOLVING REGULAR MULTIPLE DRIVERS. THIS EXCLUSION DOES NOT APPLY IN THE EVENT THE LIGHT COMMERCIAL OPTION IS ELECTED AND THE APPROPRIATE SURCHARGE IS PAID. IN THE EVENT THAT OCCURS, THIS EXCLUSION WILL ONLY APPLY IN PART AS THE COVERED ACTIVITIES LISTED IN THE LIGHT COMMERCIAL DEFINITION WILL BE ALLOWED. ANY ACTIVITY NOT LISTED IN THE LIGHT COMMERCIAL DEFINITION WILL BE EXCLUDED.
- 13) DAMAGE BY NON- COVERED PARTS TO COVERED PARTS IS NOT COVERED. DAMAGE BY COVERED PARTS TO NON- COVERED PARTS IS NOT COVERED.

- 14) A CLAIM CANNOT BE MADE IF THE CONTRACT HOLDER NO LONGER OWNS THE VEHICLE REGARDLESS OF WHEN THE FAILURE HAS OCCURRED.
- 15) FOR ANY BREAKDOWN OR CONDITION OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR DURING THE CONTRACT ELIMINATION PERIOD.
- 16) FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- 17) FOR BREAKDOWNS THAT OCCUR TO YOUR VEHICLE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- 18) NEW VEHICLES FOR WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE OR ACKNOWLEDGED BY THE MANUFACTURER.
- 19) FOR ANY BREAKDOWN CAUSED BY THE GRADUAL REDUCTION IN OPERATION PERFORMANCE DUE TO NORMAL WEAR AND TEAR.
- 20) IN THE EVENT A NON-COVERED PART IS REQUIRED TO BE REPLACED DUE TO THE REPLACEMENT OF A COVERED PART THAT HAS FAILED, AND THE NON-COVERED PART HAS NOT FAILED, THE NON-COVERED PART IS NOT COVERED UNDER THIS CONTRACT.
- 21) FOR DAMAGE RESULTING FROM COAGULATED COOLANTS.
- 22) ANY BREAKDOWN RESULTING FROM FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED. YOU ARE RESPONSIBLE FOR MAKING CERTAIN THAT THE OIL AND TEMPERATURE WARNING LIGHT/GAUGES ARE FUNCTIONING PROPERLY. YOU MUST PULL OFF THE ROAD IMMEDIATELY IN A SAFE MANNER AND DISCONTINUE VEHICLE OPERATION WHEN EITHER OF THESE LIGHTS/GAUGES INDICATES INADEQUATE PROTECTION OR PERFORMANCE.
- 23) FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL CHARGES.
- 24) IF YOUR VEHICLE IS USED FOR COMMERCIAL OR BUSINESS USE SUCH AS, BUT NOT LIMITED TO, RENTAL, TAXI, LIMOUSINE OR SHUTTLE, TOWING OR ROAD REPAIR OPERATIONS, CONSTRUCTION, JOB SITE ACTIVITIES, HAULING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING OR SNOW REMOVAL OR ANY USE INVOLVING REGULAR MULTIPLE DRIVERS.

## Section 5 YOUR RESPONSIBILITIES

### Maintenance Requirements and Service History

1. You must have your vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle.

**Note:** Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to your conditions. If You do not have an Owner's Manual, You must change the engine oil and engine oil filter at four (4) months/four thousand (4,000) mile intervals, whichever occurs first. Failure to follow these maintenance requirements may result in the denial of Coverage.

2. If applicable, You must replace the engine timing belt at the intervals specified by the vehicle Manufacturer.
3. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle. "Proof" means repair orders from a Licensed Repair Facility. Repair orders from a Licensed Repair Facility must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, repair facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and corresponding original receipts, may be requested by the Administrator for related repairs.

## Section 6 Filing a Claim

If **Your Vehicle** incurs a **Breakdown**, You must take the following steps to file a claim.  
Prevent Further Damage – Take immediate action to prevent further damage. This **Contract** will not cover the damage caused by continued operation of **Your Vehicle** after a **Breakdown** has occurred.

Take Your Vehicle to a Licensed Repair Facility – If **Your Vehicle** breaks down, take **Your Vehicle** to any **Licensed Repair Facility**.

Provide the Licensed Repair Facility with a Copy of Your Contract and/or Your Contract Number. (Note: All claims must be reported to the **Administrator** prior to expiration of **Your Contract**.)

Obtain Authorization from the Administrator – Prior to any repair being made, instruct the Service Manager at the **Licensed Repair Facility** to contact the **Administrator** to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered. **We** can be contacted at 1-866-537-5063 Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time.

Authorize Tear – Down and/or Inspection – In some cases, **You** may need to authorize the **Licensed Repair Facility** to inspect and/or tear – down **Your Vehicle** in order to determine the cause and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made. **We** reserve the right to remove the **Vehicle** from the repair facility.

Review Coverage – After the **Administrator** has been contacted, a review of your claim with the Service Manager will determine what will be covered by this **Contract**.

Pay any Applicable Deductible – **We** will reimburse the **Licensed Repair Facility** or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Contract** and previously authorized, less any **Deductible**. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the **Administrator** within ninety (90) days to be eligible for payment.

Proof of Service and/or Repair – To obtain payment for a covered repair **You**, or the **Licensed Repair Facility** must submit a legible copy or original repair order to the **Administrator**. Repair orders must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, **Deductible** (if applicable), and method of payment to satisfy the

repair order. "Proof" of maintenance may be requested by the **Administrator** for related repairs. In addition (if applicable), all related invoices (i.e., towing, rental, sublets, etc.) must accompany the repair order for consideration of claim reimbursement. Whenever possible, **Administrator** will pay the repair facility directly for the covered repair.

## **Section 7 ARBITRATION**

This **Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Contract** (including the cost of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Contract**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Contract** and all transactions contemplated by this **Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Contract**.

### **State Amendments**

#### **(1) Alabama**

**General Provisions** – Section 3 "Cancellation of **Your Contract**" is amended to include:

If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**. The \$50 administrative fee is deleted and replaced with a \$25 administrative fee.

#### **(2) Colorado**

**General Provisions** – Section 3 "Insurance" is deleted in its entirety and replaced by the following:

**Insurance-** **Our** obligations under this **Contract** are insured under an Insurance Policy issued by Western Insurance Company, 675 West Moana Lane, Reno, Nevada 89509.

1-877-829-6650. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Western Insurance Company. To do so, please call the following toll-free number for instructions: 1-877-829-6650.

### **(3) Georgia**

**Definitions – “Commercial Use”** definition is amended to exclude “Delivery of Goods”

**Dispute Resolution –** Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety. **General Provisions –** Section 3 “Cancellation of **Your Contract**” is deleted in its entirety and replaced by the following: **Cancellation of Your Contract**

**Cancellation By You-You**, or a person authorized by **You**, may cancel this **Contract** at any time by:

a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.

b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The request for cancellation must be made no later than forty-five days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Contract**, **You** will receive 90% of the unearned pro-rata **Contract** charge. **We** will retain \$50 or 10% of the unearned pro-rata **Contract** charge, whichever is less, as an administrative fee. The refund will be paid to the Lien holder if any, otherwise to **You**.

**Cancellation By Us - We** may cancel this **Contract**:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **You** do not pay the **Contract** charge.

If **We** cancel this **Contract**, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Contract** charge; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this **Contract**, **You** will receive 100% of the unearned pro-rata **Contract** charge. The refund will be paid to the Lien holder if any, otherwise to **You**.

If this **Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lien holder (shown on the **information schedule**) to cancel this **Contract** and receive the refund. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from Western Insurance Company.

**What is Not Covered –** is amended to include:

Exclusion 5. The sentence “..... **For any Breakdown caused by sludge build-up, lubricant blockage or the failure to .....**” is revised to read as “**For any Breakdown caused by the failure to maintain proper levels of lubricants, and/or coolants, or any Breakdown resulting from the failure to protect Your Vehicle from further damage when Breakdown has occurred or Your failure to have Your Vehicle towed to a Repair Facility when continued operation may result in further damage.**”

Exclusion 7. is amended to include: **“When the modifications have been made subsequent to the purchase of this Contract”**.

Exclusion 9. is revised to read as **“For Breakdowns if, while owned by You, Your Vehicle’s odometer is broken, has been altered and/or ceased to operate so the actual vehicle mileage cannot be determined”**.

Exclusion 15. is deleted in its entirety.

**Contract Holder’s Responsibilities.** Section 6. #4 – “Authorize Tear-Down and/or Inspection” is deleted in its entirety.

**(4) Hawaii**

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**.

**(5) Idaho**

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

**(6) Illinois**

**General Provisions** – Section 3 “Cancellation of **Your Contract**, How Refunds are Calculated” is amended to include:

The \$50 administrative fee is deleted and replaced with an administrative fee of \$50 or 10% of the refund amount, whichever is less.

**(7) Indiana**

**Your** proof of payment to the issuing dealer 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**.

**(8) Maryland**

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**.

**(9) Massachusetts**

The following wording is added:

**NOTICE TO CONTRACT HOLDER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

**(10) Missouri**

**Definitions** – “**We**”, “**Us**”, and “**Our**” definition is amended to include: “**Provider**”

**General Provisions** – Section 3 “Cancellation of **Your Contract**, Cancellation by **You**” is amended to include:

If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by to the **Selling Dealer** or the **Administrator**,

should the required refund not be paid within thirty (30) days of **Our** receipt of the canceled **Contract**. Should a penalty be due and owing, then **We** will pay it to the Lien holder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your Contract** within fifteen (15) days of the date of cancellation.

**General Provisions** – Section 3 “Insurance” is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

**(11) Nevada**

**General Provisions** – Section 3. “**Contract Period**” is amended to include:

This **Contract** is not renewable.

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**. **Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days. **We** may only cancel this **Contract** after seventy (70) days for the following reasons:

- If **You** do not pay the **Contract** charge;
- If **You** are convicted of a crime that results in an increase in the risk covered under this **Contract**;
- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this **Contract**, after the effective date, that substantially and materially increases the risk covered under this **Contract**.

In the Section “How Refunds Are Calculated” where the **Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

**(12) New Hampshire**

**General Provisions** – Section 3 “Insurance” is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

**(13) New Mexico**

**General Provisions** – Section 3 “**Contract Period**” is amended to include:

This **Contract** is not renewable.

**General Provisions**– Section 3 “Cancellation of **Your Contract**” is amended to include:

If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**.

**Our** right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

**We** may only cancel this **Contract** after seventy (70) days for the following reasons:

- If **You** do not pay the **Contract** charge;
- If **You** are convicted of a crime that results in an increase in the risk covered under this **Contract**;

- If there has been a material misrepresentation or fraud; or
- If **We** discover an act or omission by **You**, or a violation by **You** of any terms or conditions of this **Contract**, after the effective date, that substantially and materially increases the risk covered under this **Contract**.

In the Section “How Refunds Are Calculated” where the **Contract** is canceled by **Us**, the cancellation period of sixty (60) days is changed to seventy (70) days.

**(14) New York**

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**.

**(15) North Carolina**

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: The \$50 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less.

**We** may only cancel this **Contract** at any time for any of the following reasons:

- If there has been a material misrepresentation or fraud by **You**; or
- If **You** do not pay the **Contract** charge.

**(16) South Carolina**

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**.

If **You** have questions, concerns or complaints regarding **Your Contract**, **You** may address them to:

South Carolina Department of Insurance - P.O. Box 100105 - Columbia, South Carolina 29201-3105 1-803-737-6180.

**(17) Texas**

Unresolved complaints or questions concerning the regulation of contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

**General Provisions** – Section 3 “Cancellation of **Your Contract**” is amended to include: If **You** cancel this **Contract** within sixty (60) days from the effective date and **You** have not incurred a claim, this **Contract** shall be void and a 100% refund of the **Contract** charge will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided **Contract** that is not paid within forty-five (45) days of return of this **Contract** to the **Selling Dealer** or the **Administrator**. If **Your** cancellation refund is not paid within forty-five (45) days after the **Contract** has been returned to the **Selling Dealer** or the **Administrator**, **You** may request a refund from Western Insurance Company., 675 W. Moana Lane, Reno, Nevada 89509.

**(18) Utah**

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

**General Provisions** – Section 7 “Dispute Resolution – Arbitration” is deleted in its entirety and replaced by the following:

## Dispute Resolution – Arbitration

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rule 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.

This **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**General Provisions – Section 3 “Cancellation of Your Contract”** is amended to include:

**We** may cancel this **Contract** at any time for any of the reasons listed below:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or
- For substantial breaches in contractual duties, conditions or warranties.

If this **Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lien holder (shown on the **Application** page) to receive the refund.

"This contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department."