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**ADMINISTRATION / CLAIMS  
P.O. BOX 35008  
TULSA, OK 74153-0008  
1-800-331-3780**

## HOW THIS CONTRACT PROTECTS YOU

**We**, in return for payment of the applicable charge, agree to repair, replace, or arrange for the payment of the cost to repair or replace the covered parts of **Your Vehicle** when due to a **Breakdown** during the term of this **Contract**. **Replacement of any part may be made with like kind and quality, serviceable used or remanufactured parts.**

## IMPORTANT INFORMATION

**NOTE:** This is a Service Contract not an insurance policy.

**Our** obligations under this **Contract** are fully insured by a Service Contract Reimbursement Insurance Policy issued by Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, Oklahoma 74133. If **You** have not received either payment of a claim or a refund for the cancellation of **Your Contract** within sixty (60) days after proof of loss has been filed and approved by the **Administrator**, or **Your** request for cancellation has been submitted to and accepted by the **Administrator**, **You** may make a direct claim against Old Republic Insurance Company (Tulsa Branch Office) at the address shown or call toll free 1-800-331-3780.

**Please refer to State-Specific Amendments for additional information and/or amendments to certain Contract provisions.**

## DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in **Bold Faced Type**:

**You, Your** - Means the **Contract** holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

**We, Us, Our** - Means the **Obligor** and **Administrator** of this **Contract** as stated below and on the **Registration Page** attached to this **Contract**.

**Administrator** and **Obligor** – Means the following:

**In most States:** Old Republic Insured Automotive Services, Inc. (CA LIC 0C79822); **In GA, NY, WY:** ORIAS Warranty Services; **In TX, OR:** ORIAS Warranty Services, Inc.; **In FL, LA, OK, NM, WI:** Minnehoma Automobile Association, Inc. (FL LIC 60033). **The address and phone number for all administrative companies:** P. O. Box 35008, Tulsa, OK 74153-0008. 1-800-331-3780. (Note: **In DC, ME**, the **Obligor** is the selling dealer and the **Administrator** is Old Republic Insured Automotive Services, Inc.)

## DEFINITIONS (CONT'D)

**Contract** - Means this Vehicle Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

**Registration Page** - Means the numbered document which must be attached to and forms a part of this **Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Schedule Of Coverage** - Lists the **Coverage** provided to **You** for **Your Vehicle** under this **Contract**.

**Coverage** - Means the protection **You** have selected, as listed in the **Schedule Of Coverage** Section.

**Your Vehicle** - Means the vehicle which is described on the **Registration Page**.

**Deductible** - Means the amount **You** are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**.

**Breakdown** - Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

**Consequential Damage** – Means an event or damage that occurs separately as a consequence or result of the failure of any part, such as, loss of time or use, inconvenience, commercial loss, personal injury or property damage.

**Pre-existing** – Means a condition that within all reasonable mechanical probability relates to the mechanical fitness of **Your Vehicle** prior to the **Contract** purchase date.

**Commercial Use** – Means any new car, truck or van used for the purpose of sales or route service, inspections or examinations, maintenance or repair, construction, gardening, carrying tools to a job site, and vehicles used to provide shuttle services for non-profit organizations. Note: Vehicle eligibility is subject to specific underwriting guidelines and surcharges.

**Term / Contract Period** – Means the length of time and miles covered by this **Contract**, as shown on the **Registration Page**.

## YOUR RESPONSIBILITIES

- A. **Verify Registration Page** – The Registration Page must be attached to the front inside cover of this booklet or otherwise affixed to this Contract to complete and validate this Contract.
- B. **Note Your Contract Number** – Please see the box containing Your Contract Number on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.
- C. **Check the Coverage, Term, Deductible, and Surcharges (if applicable)** shown on Your Registration Page for accuracy.
  - 1) **Coverage** - Compare the Coverage shown on the Registration Page with the corresponding Coverage listed in the Schedule of Coverage.
  - 2) **Term** – Verify the Term is correct.
  - 3) **Deductible** – The box should be checked which identifies the amount of the covered repair You will be required to pay if You have a claim.
  - 4) **Surcharges** - Check the box labeled Surcharges. Any surcharge applicable to Your Vehicle must be indicated on the Registration Page and the surcharge paid to receive Coverage.

If any of the information contained on Your Registration Page is missing or is inaccurate, contact the seller of this Contract immediately to avoid a possible delay should a claim arise.

- D. **Maintain Your Vehicle** - In order for You to receive benefits under the terms of this Contract, You are required to maintain Your Vehicle according to the manufacturer's recommended service schedule, as shown in Your Vehicle's owner's manual. The manufacturer's recommended service schedule for Your Vehicle will be considered the maximum allowable interval between the maintenance services required by this Contract. If there is no written maintenance schedule for oil changes for Your Vehicle, the maximum allowable interval between oil changes must not exceed 7,500 miles. All maintenance on Your Vehicle must be performed by a licensed repair facility. You must keep verifiable repair facility receipts and work orders indicating the date, mileage and service performed. Failure to have the required maintenance performed and/or failure to provide verifiable receipts when requested will result in denial of Coverage. It is Your responsibility to have non-covered repairs or maintenance performed at the time it is recommended.

## YOUR RESPONSIBILITIES (CONT'D)

- E. Authorize Diagnosis of Failure - You will be required under this Contract to authorize the repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and cost to repair. You will be responsible for all incurred expenses if the failure or Breakdown is not covered by this Contract. Please see How to File a Claim section.**

Should any payment be made by virtue of this **Contract** for any repair or replacement for which the manufacturer or distributor now or subsequently provides remuneration or recovery, then the **Contract** holder assigns to the **Administrator** all rights to such remuneration or recovery not to exceed the amount of the benefit(s) provided under this **Contract**.

## CONTRACT PROVISIONS

**This CONTRACT is between US and YOU, and is subject to all the terms and conditions contained herein.**

### A. CONTRACT PERIOD

**Coverage** under this **Contract** begins on the **Contract** purchase date and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Registration Page**.

- 1) New Vehicle Plan Coverage** begins on the **Contract** purchase date and expires based on either the elapsed time from the purchase date, or when **Your Vehicle** has accumulated the total mileage limitation from mile zero (0), whichever occurs first.
- 2) Pre-Owned Vehicle Plan Coverage** begins the date **You** purchase the **Contract** and at the miles indicated on the vehicle's odometer on that date. **Coverage** expires in accordance with the term/mileage plan selected, whichever occurs first.

### B. COVERAGE

The **Coverage** afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see Schedule of Coverage section.

### C. COVERED PARTS AND LABOR

**We** will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the Schedule of Coverage. **Replacement parts may be new, remanufactured, or of like kind and quality.** Labor cost for authorized repairs will be determined by a current nationally published flat rate manual approved by the **Administrator**.

## CONTRACT PROVISIONS (CONT'D)

### D. DEDUCTIBLE

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. No **Deductible** payment is required with respect to Ancillary Benefits as provided by this **Contract**. If **You** have a **Deductible**, as shown on the **Registration Page**, the **Deductible** amount will be applied on a per repair visit basis.

### E. TERRITORY

This **Contract** applies only to **Breakdowns** that occur and repairs made within the United States of America and Canada.

### F. LIMITS OF LIABILITY

- 1) Per Repair Visit - **Our** liability for any one (1) repair visit shall in no event exceed the current market value of **Your Vehicle** at the time of said repair visit, as listed in the NADA Used Car Guide.
- 2) Aggregate - The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the price **You** paid for **Your Vehicle** (excluding tax, title and license fees).

### G. OUR RIGHT 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.

## CONTRACT PURCHASE OPTION

**You** have the right to purchase a **Contract** for additional time/mileage provided the request is made within sixty (60) days and two thousand (2,000) miles prior to the expiration of **Your** original **Contract**. The cost will be determined by the seller and will be based on the **Term**, **Coverage** and **Deductible** options available at that time and may not match the original **Contract Coverage**. **We** reserve the right to inspect the vehicle prior to acceptance of the **Contract**.

## TRANSFER PROVISION

**Your Contract** may be transferred to someone to whom **You** sell or otherwise transfer ownership of **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.

## TRANSFER PROVISION (CONT'D)

To transfer this **Contract**, the following must be submitted to the **Administrator** within fifteen (15) days of the change of ownership to a subsequent individual purchaser:

- A. A completed transfer form indicating the name and address of new owner, date of sale to new owner, current mileage;
- B. Seventy dollar (\$75) transfer fee made payable to the **Administrator**.

Any remaining manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

## CANCELLATION PROVISION

**Please check the State-Specific Amendments section for different rights regarding cancellation.**

- A. The original **Contract** holder may cancel this **Contract** by contacting the seller of this **Contract** and completing a cancellation request form. The seller will submit the cancellation request to the **Administrator** for processing. The cancellation refund will be mailed to the seller for payment to **You**. In the event **You** are unable to return to the seller of this **Contract**, **You** may forward a signed letter requesting cancellation to the **Administrator**. Include a notarized statement indicating the current mileage (odometer reading) of the vehicle at the time the cancellation is to be effective. **You** will receive **Your** cancellation refund from the seller.
- B. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or **Your Vehicle** is found to be used as a **Commercial** vehicle and the applicable surcharge has not been marked on the **Registration Page** and payment has not been received for this surcharge.
- C. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- D. If this **Contract** is cancelled within the first sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans) from the

## CANCELLATION PROVISION (CONT'D)

date shown on the **Registration Page**, and no claims have been filed, **We** will refund the entire **Contract** charge paid. If a claim has been made against **Your Contract**, or if the **Contract** has been in effect more than sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans), **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/miles selected and the date coverage begins, less a fifty dollar (\$50) administrative fee unless otherwise stated in the State-Specific Amendments section. **You** will receive your cancellation refund from the seller.

**Note:** In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. The lienholder will be named as the sole payee on a cancellation refund if **Your Vehicle** has been repossessed.

## HOW TO FILE A CLAIM

- A.** If **Your Vehicle** incurs a **Breakdown**, you must take the following steps to file a claim:
1. **You** must use all reasonable means to protect **Your Vehicle** from further damage. Example: activated warning lights indicate that **You** should stop operating **Your Vehicle** immediately.
  2. **You** must authorize a licensed repair facility to perform any diagnosis or teardown necessary to determine the cause of failure and repair cost. **You** are responsible for all incurred expenses if it is determined that the failure or repair is not covered by this **Contract**.
  3. **You** must ensure that the repair facility contacts the **Administrator** at (800) 331-3780 when the cause of failure and repair cost are determined. The **Administrator** reserves the right to inspect **Your Vehicle** before repairs are performed.
  4. Depending on the particular failure, maintenance records may be requested from **You** before the **Administrator** will authorize the claim.
  5. Do not authorize repairs until the **Administrator** verifies that the **Breakdown** is covered by this **Contract** and issues an approval number to the repair facility or **Your** claim will be denied. (Exception - see Emergency Repairs.)
  6. It is **Your** responsibility to pay any expenses that are not covered by this **Contract**, including the **Deductible**.

## HOW TO FILE A CLAIM (CONT'D)

**B. EMERGENCY REPAIRS:** If **You** have a **Breakdown** that renders **Your Vehicle** inoperable or unsafe to operate outside **Our** normal business hours (8 am to 7 pm Central Time, Monday - Friday, and 8 am to 4 pm Central Time, on Saturday) and when a minor repair, not to exceed a cost of five hundred dollars (\$500), can be performed that will return **Your Vehicle** to operation, **You** may, at **Your** own discretion, authorize the necessary emergency repairs, subject to the following conditions:

1. Emergency repairs can only be performed on **Your Vehicle** when **You** cannot obtain approval from the **Administrator** because the **Breakdown** occurred outside **Our** normal business hours.
2. **You** must report the claim directly to the **Administrator** within five (5) days from the date the **Breakdown** occurred by calling the toll-free claims number (800) 331-3780. Mail-in claims for emergency repairs will not be accepted. Note: If the **Administrator** re-opens before repairs to **Your Vehicle** are completed, **You** must immediately contact the **Administrator** for instructions before continuing with the repairs.
3. Repairs must be performed by a licensed repair facility, and not exceed a cost of five hundred dollars (\$500).
4. **You** must provide the **Administrator** with a paid receipt.
5. **You** must save all parts that were replaced and provide them to the **Administrator**, if requested.

**Failure to comply with the above procedures will result in a denial of Coverage.**

## SCHEDULE OF COVERAGE

### BASIC PLAN COVERAGE

If **You** purchased the Basic Plan as shown on the **Registration Page**, covered parts are:

**ENGINE:** All internal parts; manifolds; timing gears, tensioner and guides, chain or belt; flex plate; oil pump; water pump; fuel delivery pump; engine mounts; harmonic balancer; turbocharger housings and internal parts. The engine block and heads, valve covers, timing cover, and oil pan are covered only if damaged by the failure of an internal part.

**TRANSMISSION:** (Automatic or Manual) All internal parts; torque converter; transmission pan; transmission mounts; vacuum modulator.

## BASIC PLAN COVERAGE (CONT'D)

The transmission case is covered only if damaged by the failure of an internal part.

**TRANSFER CASE:** All internal parts; transfer case mounts. The transfer case is covered only if damaged by the failure of an internal part.

**DRIVE AXLE:** (Front / Rear Wheel Drive) All internal parts; axle shafts; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); universal joints; propeller shafts; axle bearings; hubs and hub bearings. The drive axle case is covered only if damaged by the failure of an internal part.

**OPTIONAL SEALS AND GASKETS:** Seals and gaskets **Coverage** is provided as an option with the Basic Plan for all parts listed in the above named component groups. A surcharge must be paid and the Seals and Gaskets box must be checked on the **Registration Page** for this coverage to apply on vehicles with 0 – 90,000 odometer miles at the time of **Contract** purchase.

**Any part not listed above is not covered by the Basic Plan.**

## SELECT PLAN COVERAGE

If **You** purchased the Select Plan as shown on the **Registration Page**, covered parts are:

**ENGINE:** All internal parts; manifolds; timing gears, tensioner and guides; chain or belt; flex plate; oil pump; water pump; fuel delivery pump; camshaft and crankshaft position sensors; knock sensors; manifold pressure sensors; engine mounts; belt tensioner; harmonic balancer; turbocharger/supercharger housings and internal parts. The engine block and heads, valve covers, timing cover, and oil pan are covered only if damaged by the failure of an internal part.

**TRANSMISSION:** (Automatic or Manual) All internal parts; torque converter; transmission pan; transmission mounts; vacuum modulator. The transmission case is covered only if damaged by the failure of an internal part.

**TRANSFER CASE:** All internal parts; transfer case mounts. The transfer case is covered only if damaged by the failure of an internal part.

## SELECT PLAN COVERAGE (CONT'D)

**DRIVE AXLE:** (Front / Rear Wheel Drive) All internal parts; axle shafts; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); universal joints; propeller shafts; axle bearings; hubs and hub bearings; locking rings The drive axle case is covered only if damaged by the failure of an internal part.

**STEERING:** Gear housing, rack and pinion, internal steering rack seals, and all internal components; power steering pump and pump seal; steering column shafts, joints and couplings.

**SUSPENSION:** (Front and Rear) Upper and lower control arms; control arm shafts and bushings; control arm linkage; ball joints; torsion bars and bushings; steering knuckles / spindles; stabilizer shaft linkage and bushings; wheel bearings; MacPherson strut upper mount/bearing plate (strut shock absorber function is not covered).

**AIR CONDITIONING:** Compressor; clutch and pulley; condenser; evaporator; receiver-drier; refrigerant valves; expansion valve and pressure cycling switch; accumulator; idler pulley and bearings; orifice tube.

**BRAKES:** Master cylinder and seals; wheel cylinders and seals; disc brake calipers; power brake booster; hydraulic brake lines, fittings and valves; parking brake linkage and cables; anti-lock brake system: electronic control unit, wheel / speed sensor(s), valve(s), hydraulic unit, accumulator, modulator, and actuator(s).

**ELECTRICAL:** Alternator; starter motor; starter solenoid; starter drive; alternator voltage regulator; power window motor; power seat motor; wiper motors; distributor; manually operated switches; coil; horns; horn relay; electronic ignition module; rear window defroster (except for physical damage); rear window heating relay; power door lock actuator; convertible top motor; power antenna motor and mast drive cable; electronic fuel injection sensors, control unit and injectors; electronic transmission control module.

**CHASSIS HARDWARE:** Hood latch and cable; door / hood / trunk / hatch hinges; glove box / console lock and latch; ignition lock and tumbler; window regulators.

**SEALS AND GASKETS COVERAGE:** Seals and gaskets **Coverage** is provided with the Select Plan for all parts listed in the above named component groups.

**Any part not listed above is not covered by the Select Plan.**

## DELUXE PLAN COVERAGE

If **You** purchased the Deluxe Plan as shown on the **Registration Page**, covered parts are:

**ENGINE:** All internal parts; manifolds; timing gears, tensioner and guides, chain or belt; flex plate; oil pump; water pump; fuel delivery pump; throttle body; throttle cable/linkage; fuel lines and fuel regulators; camshaft and crankshaft position sensors; knock sensors; manifold pressure sensors; EGR valve; temperature sensors; thermostat; electric cooling fan motors; fan clutch and pulleys; belt tensioner; coolant recovery tank; radiator and mounts; engine mounts; harmonic balancer; turbocharger/supercharger housings and internal parts; wastegate; bypass valve; actuators and sensors. The engine block and heads, valve covers, timing cover, and oil pan are covered only if damaged by the failure of an internal part.

**TRANSMISSION:** (Automatic or Manual) All internal parts; torque converter; transmission pan; transmission mounts; vacuum modulator; shifter and shift linkage; electronic shift control module; sensors, solenoids and switches; auxiliary cooler, hydraulic clutch master cylinder and slave cylinder. The transmission case is covered only if damaged by the failure of an internal part.

**TRANSFER CASE:** All internal parts; transfer case mounts; shifter and shift linkage; electronic shift control module; sensors, solenoids, and switches; all wheel drive engagement module and actuator. The transfer case is covered only if damaged by the failure of an internal part.

**DRIVE AXLE:** (Front / Rear Wheel Drive) All internal parts; axle shafts; constant velocity joints (except any damage to the constant velocity joint due to the failure of the sealing boot is not covered); universal joints; propeller shafts; center support bearings; axle bearings; hubs and hub bearings; locking rings. The drive axle case is covered only if damaged by the failure of an internal part.

**STEERING:** Gear housing, rack and pinion, internal steering rack seals, and all internal components; power steering pump and pump seal; power steering lines/hoses; tilt wheel mechanism; steering linkage; idler arm; tie rod ends; pitman arms; center link; steering dampener; steering column shafts, joints and couplings.

**SUSPENSION:** (Front and Rear) Upper and lower control arms; control arm shafts and bushings; control arm linkage; ball joints; torsion bars and bushings; steering knuckles / spindles; stabilizer shaft linkage and bushings; wheel bearings; springs; MacPherson strut upper mount/bearing plate (strut shock absorber function is not covered).

## DELUXE PLAN COVERAGE (CONT'D)

**AIR CONDITIONING:** Compressor; clutch and pulley; condenser; evaporator; receiver-drier; refrigerant valves; expansion valve and pressure cycling switch; accumulator; idler pulley and bearings; orifice tube; temperature control panel and module; vent mode door actuator and motor; blower motor and resistor; heater control valve and heater core.

**BRAKES:** Master cylinder and seals; wheel cylinders and seals; disc brake calipers; power brake booster; hydraulic brake lines, fittings and valves; parking brake linkage and cables; anti-lock brake system: electronic control unit, wheel / speed sensor(s), valve(s), hydraulic unit, accumulator, modulator, and actuator(s); linkage and hardware (backing plates, caliper mounting pins, etc.).

**ELECTRICAL:** Alternator; starter motor; starter solenoid; starter drive; alternator voltage regulator; power window motor; power seat motor; wiper motors; backup light, brake light, and interior light switches; distributor; manually operated switches; coil; horns; horn relay; electronic ignition module; rear window defroster (except for physical damage); rear window heating relay; power door lock and actuator; convertible top motor; power antenna motor and mast drive cable; electronic fuel injection sensors, control unit and injectors; electronic transmission control module; gauges; stereo or audio equipment; cruise control components; sunroof motor; mirror motors; wiper washer pump and motor; combination entry system transmitters and receivers.

**CHASSIS HARDWARE:** Hood/door/hatch/trunk latches, cables, hinges, supports and springs; glove box/console lock and latch; ignition lock and tumbler; window regulators; seat belts; trunk and fuel door release cables or controls; T-Top latches; manual sunroof latch; mechanical seat tracks and springs.

**SEALS AND GASKETS COVERAGE:** Seals and gaskets Coverage is provided with the Deluxe Plan for all parts listed in the above named component groups.

**Any part not listed above is not covered by the Deluxe Plan.**

## SUPREME PLAN COVERAGE

If **You** purchased the Supreme Plan as shown on the **Registration Page**, this **Contract** covers all factory installed mechanical and electrical parts of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, **EXCEPT** for the parts and services listed under the Exclusions section.

## SUPREME WRAP PLAN COVERAGE

If **You** purchased the Supreme Wrap Plan as shown on the **Registration Page**, this **Contract** covers all original NON-POWERTRAIN factory installed mechanical and electrical parts of **Your Vehicle** for **Breakdown**, less any applicable **Deductible**, **EXCEPT** for the parts and services listed under the Exclusions section.

The Supreme Wrap Plan is exclusively for vehicles that have a full manufacturer's basic warranty and an extended powertrain warranty which matches the **Term** shown on the **Registration Page**.

## ANCILLARY BENEFITS (ALL PLANS)

**No Deductible applies to the following benefits:**

**TOWING:** In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses up to seventy-five dollars (\$75) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing coverage.

**CAR RENTAL -** If **Your Vehicle** incurs a covered **Breakdown**, **You** may also be eligible to receive reimbursement for a portion of **Your** car rental costs. The amount **We** will repay **You** depends upon the total authorized cost of covered repairs for each repair visit. The maximum **We** will pay is shown in the table below:

Repair Cost	\$ 200 - \$500	\$501 - \$1,000	\$1,001 - \$1,500	\$1,501 - \$2,000	\$2,001+
Reimbursement	\$ 50	\$ 100	\$ 150	\$ 200	\$ 250

**We** do not cover time spent waiting for parts, or any other delays beyond **Our** control. Before **We** can repay you, **You** must give **Us** valid receipts from an authorized rental car agency or the dealer.

**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 repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted hotel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of three (3) days and a total benefit per occurrence of three hundred dollars (\$300).

**ROADSIDE ASSISTANCE:** **We** will reimburse **You** for Roadside Assistance, subject to a fifty dollar (\$50) per occurrence limitation, for the following emergency services for **Your Vehicle**:

- Lock-Out Assistance
- Flat Tire Assistance
- Fuel Delivery Services
- Battery Service

## ANCILLARY BENEFITS (ALL PLANS) (CONT'D)

For reimbursement for Roadside Assistance benefits, submit **Your** paid receipt and the details of the service(s) performed on **Your Vehicle** to the **Administrator**.

**TIRE ROAD HAZARD:** The Tire Road Hazard benefit provides coverage for the repair, or if necessary, the replacement of any of **Your Vehicle's** tires which have become damaged or unsafe for use due to a road hazard loss for the entire **Term** of this **Contract**. The tire must have a tread depth of at least 3/32 of an inch at the time of loss. In no event will **Our** liability for tire coverage exceed two hundred dollars (\$200) per occurrence or eight hundred dollars (\$800) during the **Term** of this **Contract**.

Towing, Car Rental, and Trip Interruption benefits are not available for any claim **You** may have for tire damage. A "road hazard" shall mean pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. Please refer to Exclusions section, Item N., for specific excluded conditions. (Not available in all states – see State-Specific Amendments section).

## CONTRACT SURCHARGES

Any surcharge applicable to **Your Vehicle** must be selected on the **Registration Page** to receive coverage. If surcharges are not paid, **Coverage** will be denied.

### A. MANDATORY SURCHARGES:

1. **Diesel / Turbo / Supercharged / 4WD / AWD** or any combination.
2. **Lift Kit / Tire Modifications (New Vehicles Only):** Oversized or undersized tires, body lifts and suspension lifts that are installed by the dealer or dealer authorized facility at the time of **Your Vehicle** purchase will be covered in accordance with the terms and conditions of this **Contract**. The odometer must be recalibrated to reflect the true mileage due to the modification in order for **Your Vehicle** to be eligible for **Coverage**. Any modification that voids the original manufacturer warranty is not covered.

### B. OPTIONAL SURCHARGES:

1. **Commercial Use:** If the **Contract Registration Page** shows that **You** purchased the **Commercial Use** option, see **Commercial Use** Definition for specific usage. Limited to vehicles rated one ton and below.

## CONTRACT SURCHARGES (CONT'D)

- 2. Seals and Gaskets Coverage:** If the **Contract Registration Page** shows that **You** purchased the Seals and Gaskets option with **Your Basic Plan**, **You** are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids.

## EXCLUSIONS

**This Contract does not cover the following parts, services, conditions or events:**

- A. Any item covered by Your Vehicle manufacturer's original factory warranty, and any component or equipment not installed by the manufacturer.**
- B. Any loss to the vehicle frame and chassis, exhaust system including the catalytic converter, transmission cooler lines and hoses, manual clutch release bearing, clutch pilot bushing or bearing, clutch disc and pressure plate, shock absorbers or McPherson struts, wheels, wheel studs, convertible top and straps, window and door handles, and cellular phones. All fasteners, including, but not limited to: bolts, studs, nuts, pins, clips and retainers (except when required in conjunction with a covered repair).**
- C. Normal maintenance items or parts normally designed to be serviced or replaced periodically during the life of Your Vehicle, such as, but not limited to: oil, coolant, fluids, lubricants, refrigerants, filters, (except when required in conjunction with a covered repair), spark plugs, spark plug wires, glow plugs, light bulbs, sealed beams, lenses, fuses, wiper blades and arms, battery and battery cable, drive belts, coolant and vacuum hoses, brake rotors, brake drums, brake pads and linings.**
- D. Adjustments and cleaning, alignments and wheel balancing, freight charges, environmental disposal fees, storage charges, and shop supplies.**
- E. Any repair or replacement of a covered part that has not been authorized by the Administrator prior to the repair being performed except as outlined under Emergency Repairs in the section entitled How To File A Claim.**
- F. Any loss caused by the failure of any other part of Your Vehicle that is not included for coverage in this Contract, regardless if the resulting damage is to a covered part.**

## EXCLUSIONS (CONT'D)

- G. Liability for damage to property or injury to or death of any person arising from the operation, maintenance or use of Your Vehicle, whether or not related to the parts covered by the Contract.**
- H. Any loss caused by collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, lightning, contamination, rust, corrosion, freezing, smoke, acts of God or any cause whatsoever except as provided in the Contract.**
- I. Any loss that should be covered by a manufacturer's warranty, repairer's guarantee, or any recall issued by a manufacturer which addresses the Contract holder's complaint. Components or parts covered by any other warranty are not covered by this Contract until expiration of the manufacturer, supplier, or other warranty. Any loss from an improper previous repair is not covered. The Contract does not guarantee the performance of any repair facility or technician.**
- J. Any loss if the odometer has been broken, disconnected or altered, or in any way does not reflect Your Vehicle's true and correct mileage. Note: It is a federal offense to alter Your Vehicle's odometer.**
- K. Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification not recommended by the manufacturer of Your Vehicle. This would include, but is not limited to, the installation of any high performance equipment, lift / lowering kits, incorrect tires / wheels or removal of any emission devices.**
- L. Incidental or Consequential Damages such as loss of use of Your Vehicle, inconvenience or commercial loss.**
- M. Any loss resulting from the failure to have the recommended maintenance services performed for Your Vehicle. Any loss due to contaminated fuel, lubricants, coolant, or damage caused by a build up of carbon or sludge, restricted oil passages or contamination. Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolant is not covered, including, but not limited to, damage resulting from loss of lubricants or coolant due to the failure of a covered part.**

## EXCLUSIONS (CONT'D)

- N. Any loss to Your Vehicle if used for competitive driving, racing, off-road use, hire to the public, rental, pool cars, or if Your Vehicle is equipped for or used as a snow plow or emergency vehicle. Vehicles used commercially for any purpose other than those defined under Commercial Use are not covered.
- O. Any loss to Your Vehicle if used for towing a trailer or another vehicle or object unless properly equipped beforehand for this purpose as recommended by the manufacturer.
- P. Any loss due to neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage.
- Q. Any loss to a Gray Market or vehicle that does not have a valid manufacturer VIN. Any loss to a vehicle that has ever been declared or title branded as salvage, junk, rebuilt, totaled, or flood damaged.
- R. Repair or replacement of any part will not be covered unless an actual Breakdown has occurred. A reduction in performance of any part, including engine valves and rings, is not covered if the part is operating within the original manufacturer's specifications for Your Vehicle.
- S. Any repair or replacement of a covered part which has not failed but which a repair facility recommends or requires be repaired or replaced. Any cost to modify, convert or retrofit original equipment, or any parts that have been updated by the manufacturer for the sole purpose of betterment is not covered.
- T. No benefit is provided for a condition which existed prior to the Contract purchase date or which existed prior to the expiration of the manufacturer's warranty.

## STATE-SPECIFIC AMENDMENTS

### ALABAMA

CANCELLATION PROVISION – Item B. - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the

## ALABAMA (CONT'D)

**Contract** price or a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

CANCELLATION PROVISION - Item **D.** - is amended to include the following:

The administrative fee in Alabama will not exceed twenty-five dollars (\$25). If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

No administrative fee will be charged if **We** cancel the **Contract**.

## ARKANSAS

CANCELLATION PROVISION – Item **B.** - is amended to include the following additional reasons for cancellation: Fraud or material misrepresentation made by or with **Your** knowledge in obtaining the **Contract** or the occurrence of a material change in the risk which substantially increases any hazard insured against after **Contract** issuance.

## CALIFORNIA

DEFINITIONS -- The following definitions are deleted and replaced with the following:

**Breakdown** - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

**We, Us, Our** means the entity that administers and is obligated to perform under this **Contract**. In California, the **Administrator** and **Obligor** of the **Contract** is OLD REPUBLIC INSURED AUTOMOTIVE SERVICES, INC., 8282 South Memorial Drive, Tulsa, OK 74133. (800) 331-3780. **CALIFORNIA LICENSE NUMBER 0C79822.**

Performance to **You** under this **Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Contract** has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Old Republic Insurance Company (Tulsa Branch Office), 8282 South Memorial Drive, Tulsa, OK 74133, (800) 331-3780. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357.

## CALIFORNIA (CONT'D)

CANCELLATION PROVISION – Item **B.** - is replaced by the following:

**We** may cancel this **Contract** within the first sixty (60) days by mailing **You** a cancellation notice before the sixty-first (61st) day after the date the **Contract** was purchased. The **Contract** ceases to be valid no less than five (5) days after the postmark date of the notice. The notice will state the specific grounds for the cancellation. **We** will refund the full **Contract** charge within thirty (30) days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro-rata refund reflecting the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term, less the amount of any claims paid prior to cancellation. **We** may cancel this **Contract** at any time for nonpayment of the **Contract** charge, material misrepresentation or fraud. **You** will be notified by mail of the specific reason for cancellation, which will become effective five (5) days after the postmark of the notice

of cancellation. A pro-rata refund will be paid within thirty (30) days of the date of cancellation and will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. Any claim reported prior to the effective date of cancellation will be processed; however, the amount of the claim will be deducted from **Your** pro-rata refund.

CANCELLATION PROVISION – Item **D.** - is replaced by the following:

If **We** receive **Your** written request for cancellation within sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans) of **Your** receipt of the **Contract** and no claims have been made, **You** will receive a full refund. If a claim has been made, a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. If **We** receive **Your** written request for cancellation after the **Contract** has been in effect for sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans), a pro-rata refund will be calculated based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term. An Administrative fee will be assessed, not to exceed ten percent (10%) of the **Contract** charge or twenty-five dollars (\$25), whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## COLORADO

IMPORTANT INFORMATION – is amended to include the following:

The Old Republic Insurance Company Service Contract Reimbursement Insurance Policy Number is CO 112-00003.

## CONNECTICUT

Connecticut Statutes 42-221, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000

Provides **Coverage** for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

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

CONTRACT PROVISIONS - Item **A.** - CONTRACT PERIOD – is amended to include:

If the covered vehicle is in a repair facility at the time the **Contract** expires, the **Contract** expiration date will automatically be extended until the repair has been completed.

**NOTE:** Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

## FLORIDA

TRANSFER PROVISION is amended by revising the transfer fee to forty dollars (\$40).

CANCELLATION PROVISION, Item **B.** is deleted and replaced as follows:

## FLORIDA (CONT'D)

**B.** We may cancel this Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel for the following reasons:

1. If there has been a material misrepresented or fraud at the time of the sale of the **Contract**;
2. **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer; or
3. The odometer has been tampered with, is disconnected, or is disabled and **You** have not repaired it;
4. For nonpayment of premium by **You**.

CANCELLATION PROVISION, Item **C.** is deleted in its entirety.

CANCELLATION PROVISION, Item **D.** is deleted and replaced as follows:

**D.** If **You** cancel the **Contract** within sixty (60) days of the effective date of this **Contract**, **You** will receive a full refund less any claims paid. If **You** cancel the **Contract** after the first sixty (60) days, **We** will calculate a pro rata refund based upon the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract Term**. An administrative fee will be retained equal to 10% of the unearned pro rata premium, but not to exceed fifty dollars (\$50). If **We** cancel this **Contract**, **You** will receive a refund not less than one hundred percent (100%) of the unearned pro rata premium.

## GEORGIA

CANCELLATION PROVISION – Item **B.** is amended with the following:

**B.** The **Administrator** may not cancel this **Contract** except for fraud, material misrepresentation, or nonpayment by **You**. Notice of such cancellation will be in writing and given at least ten (10) days prior to cancellation of non-payment of premium, thirty (30) days prior to cancellation for any other reason. Cancellation will comply with Section 33-24-44 of the Georgia Code.

CANCELLATION PROVISION – Item **D.** is deleted and replaced as follows:

## GEORGIA (CONT'D)

D. If **You** cancel this **Contract** within the first sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans) and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans) or a claim has been

filed, **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** term and will refund ninety percent (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of unearned pro-rata premium. No administrative fee will apply in Georgia.

EXCLUSIONS - Item **J.** is deleted and replaced as follows:

Any loss if **Your Vehicle's** odometer is broken, has been altered and/or ceased to operate subsequent to purchase of the **Contract** so **Your Vehicle's** actual mileage cannot be determined.

EXCLUSIONS - Item **K.** is deleted and replaced as follows:

Repair or replacement and/or any loss caused by, or related to, any mechanical or vehicle alteration and/or modification made by **You** or with **Your** knowledge not recommended by the manufacturer of **Your Vehicle**. This would include, but is not limited to, the installation of any high performance equipment, lift/lowering kits, incorrect tires/wheels or removal of any emission devices.

EXCLUSIONS - Item **M.** is amended to delete any reference to sludge.

EXCLUSIONS - Item **N.** is amended as follows:

The exclusion for "pool cars" does not apply to "share-the-expense" car pools.

EXCLUSIONS - Item **T.** is deleted and replaced as follows:

No benefit is provided for a condition which existed prior to the **Contract** purchase date or which existed prior to the expiration of the manufacturer's warranty and was known to **You** or should have been reasonably known to **You**.

## IDAHO

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

## ILLINOIS

CANCELLATION PROVISION – Item **D.** - is amended as follows:

The administrative fee will be the lesser of ten percent (10%) of the Contract price or fifty dollars (\$50).

EXCLUSIONS - Item **R.** is amended to read:

**R.** Any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**. **Coverage** will be afforded for wear and tear that exceeds the manufacturer's tolerances and specifications.

CONTRACT PROVISIONS – Item **F.** LIMITS OF LIABILITY - Item **2.**

Aggregate is amended to read as follows:

- 2.** Aggregate - The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the Actual Cash Value for **Your Vehicle** (excluding tax, title and license fees).

## INDIANA

**Your** proof of payment to **Us** for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**.

## IOWA

CONTRACT PROVISIONS – Item **C.** - COVERED PARTS AND LABOR is amended to include the following: Used parts will not be used to replace covered parts without prior authorization from **You**. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Iowa Insurance Division.

CANCELLATION PROVISION - Item **D.** – is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**NOTE:** If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents may also contact the Iowa Insurance Commissioner at: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319.

## KANSAS

CANCELLATION PROVISION – Item **B.** - is amended to include the following:

No **Contract** that has been in effect for ninety (90) days or more may be cancelled except for one of the following reasons:

1. Nonpayment of **Contract** purchase price;
2. The **Contract** was issued because of a material misrepresentation;
3. The **Contract** holder violated any of the material terms and conditions of the **Contract**.

**SCHEDULE OF COVERAGE** - ANCILLARY BENEFITS – is amended as follows:

Roadside Assistance and Tire Road Hazard benefits are not available in Kansas.

## KENTUCKY

**SCHEDULE OF COVERAGE** - ANCILLARY BENEFITS – is amended as follows:

Benefits for Towing, Rental, and Trip Interruption are not available in Kentucky unless the benefit is directly related to a loss resulting from defects in material or workmanship. Benefits for Roadside Assistance and Tire Road Hazard are not available in Kentucky.

## LOUISIANA

CANCELLATION PROVISION - Item **D.** - is amended to include the following:

**Your** signature on the **Registration Page** attached to and forming a part of this **Contract** means that **You** have been informed of and agree to the method of refund and administrative fee charged should **You** request cancellation. In calculating a cancellation refund, no deduction will be made for any claim that has been paid under this **Contract**.

## MASSACHUSETTS

**NOTICE:** Purchase of this **Contract** is not required in order to register or finance a vehicle. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. The seller of this **Coverage** is required to inform **You** of any warranties available to **You** without this **Contract**.

## MASSACHUSETTS (CONT'D)

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

### Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

### Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

### Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

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

TRANSFER PROVISION – Item **B.** - is amended to remove the transfer fee.

CANCELLATION PROVISION – Item **D.** - is amended to remove the administrative fee.

EXCLUSIONS - Item **F.** is deleted and replaced as follows:

**F.** Damage to a non-covered part by a covered part's failure is not covered. **Consequential Damage** to a non-covered part by a covered part is not covered.

EXCLUSIONS – Item **M.** (last sentence) is deleted and replaced as follows:

**M.** Any loss caused by the lack of necessary and proper amounts or types of filters, lubricants or coolants is not covered, unless caused by failure of a covered part.

## MICHIGAN

**NOTICE:** If the performance of this **Contract** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of this **Contract** shall be extended for the period of the strike or work stoppage.

## MINNESOTA

DEFINITIONS - The definition of **Breakdown** is deleted and replaced with the following:

**Breakdown** - means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition.

DEFINITIONS – The definition of “**Pre-existing**” is not applicable to Minnesota residents.

CANCELLATION PROVISION - Item **B.** - is deleted and replaced by:

**B. We** may cancel this agreement only for: (1) nonpayment of the **Contract** price; (2) intentional misrepresentation in the submission of a claim; (3) conviction for a crime which results in an increase in the service required under this **Contract**; or (4) for discovery of an act or omission by **You** or a violation of any of the conditions of this **Contract** which occur after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**. For reasons other than nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address at least sixty (60) days prior to the effective date of cancellation. **We** will include the effective date of the cancellation and the reason for the cancellation in the notice. For nonpayment of the **Contract** price, **We** may cancel this **Contract** by mailing a cancellation notice to **You** at **Your** last address at least ten (10) days prior to the effective date of cancellation.

EXCLUSIONS – Item **H.** is modified to delete the words rust and corrosion.

EXCLUSIONS – Item **J.** is deleted and replaced as follows:

Any loss if, during the time the **Contract** holder has owned the vehicle, the odometer has been broken, disconnected, or altered or in any way does not represent the vehicle’s true and correct mileage. It is against federal law to alter the odometer.

EXCLUSIONS – Items **F.**, **L.**, **Q.**, and **T.** are deleted in their entirety.

## MINNESOTA (CONT'D)

EXCLUSIONS – Item **U**. is added as follows:

**U**. This **Contract** does not provide **Coverage** when the responsibility for repair is covered by the warranty provided by the dealer. The dealer is required by Minnesota Statute 325F.662 to provide an express dealer warranty for used vehicles with less than seventy-five thousand (75,000) miles at the time of sale. The required dealer warranty covers vehicles with less than thirty-six thousand (36,000) miles for sixty (60) days or two thousand five hundred (2,500) miles, whichever comes first. The required dealer warranty covers vehicles with less than seventy-five thousand (75,000) miles, but more than thirty-six thousand (36,000) miles, for thirty (30) days or one thousand (1,000) miles, whichever comes first. Some limitations and exclusions apply. This **Contract** merely contains a general summary of the required dealer warranty. For details, **You** should refer to Minnesota Statute 325F.662.

## MISSOURI

CANCELLATION PROVISION – Item **A**. - is amended to include the following:

**We** will acknowledge your request for cancellation in writing within fifteen (15) days of receipt.

CANCELLATION PROVISION – Item **D**. - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

## MONTANA

CANCELLATION PROVISION – Item **B**. - is amended to add the following:

Notice of such cancellation will be delivered to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice of cancellation will state the effective date of the cancellation and the reason for cancellation. If cancellation is due to nonpayment of the **Contract** price, a material misrepresentation by **You** to **Us** relating to **Your Vehicle** or its use, such notice will not be required.

## NEBRASKA

CANCELLATION PROVISION – Item **B.** - is amended to include the following:

**We** will not cancel this **Contract** for misrepresentations unless the misrepresentation is material, made knowingly with intent to deceive, relied and acted upon by **Us**, and actually deceived **Us**.

## NEVADA

CANCELLATION PROVISION - Item **B.** - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files. The cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to **You**. After this **Contract** has been in effect for seventy (70) days, **We** will not cancel this **Contract** before the expiration of the term of this **Contract** or one (1) year after the effective date of this **Contract**, whichever occurs first, except for the following reasons:

1. Failure by **You** to pay an amount when due;
2. **Your** conviction for a crime which results in an increase in the service required under this **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining this **Contract** or in presenting a claim under this **Contract**;
4. Discovery of an act or omission by **You**; or a violation by **You** of any condition of this **Contract**, which occurred after the effective date of this **Contract** and which substantially and materially increases the service required under this **Contract**; or
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this **Contract** was issued or sold.

CANCELLATION PROVISION - Item **D.** - is amended to include the following:

The administrative fee does not apply unless cancellation is requested by **You**. If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

**Note:** This **Contract** is non-renewable.

## NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301. Phone (603) 271-2261.

## NEW YORK

CONTRACT PROVISIONS, Item **E**, TERRITORY is amended to read:

This **Contract** only applies to breakdowns that occur and repairs made within the United States, its territories or possessions, and Canada.

CANCELLATION PROVISION - Item **B**. - is amended to include the following:

If **We** cancel this **Contract** for any reason, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. Cancellation will be effective as of the date stated in the notice of cancellation. Written notice is not required, however, if:

1. **You** fail to pay for the **Contract**;
2. **We** discover that fraud was committed or there was a material misrepresentation by **You** in obtaining the **Contract**, or in presenting a claim for payment;
3. **We** discover a substantial breach by **You** of **Your** duties under the **Contract** relating to the **Vehicle** or its use.

CANCELLATION PROVISION, Item **D**. - is amended to include the following:

If a refund is not paid by **Us** within thirty (30) days, a ten percent (10%) penalty per month will be added to the refund.

**SCHEDULE OF COVERAGE** – ANCILLARY BENEFITS – is amended as follows:

The Tire Road Hazard benefit is not available in New York.

## NORTH CAROLINA

CANCELLATION PROVISION - Item **D**. - is amended as follows:

The administrative fee for cancellation will be the lesser of ten percent (10%) of the pro-rata refund or fifty dollars (\$50).

## OHIO

**Notice for Ohio Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## OKLAHOMA

DISCLOSURE STATEMENT: 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.

CANCELLATION PROVISION - Item **D.** - is deleted and replaced with the following:

**D.** If **You** cancel this **Contract** within the first sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans), **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days (new vehicle plans) or thirty (30) days (pre-owned vehicle plans), **We** will calculate a pro-rata refund based on the greater of the time in force or the miles driven compared to the total time or mileage of **Your Contract** and will refund ninety (90%) of the unearned pro-rata premium. If **We** cancel the **Contract**, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. No administrative fee will apply in Oklahoma.

**Note:** Pursuant to 36 O.S. 6602, Oklahoma does not review commercial service warranty contract language.

## RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides **Coverage** for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale

Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first.

The vehicle **You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required

## RHODE ISLAND (CONT'D)

dealer warranty is provided free of charge. Furthermore, the definitions, **Coverage** and exclusions stated in this **Contract** apply only to this **Contract** and are not the terms of the required dealer warranty.

## SOUTH CAROLINA

Please direct any questions or complaints **You** may have relating to this **Contract** to **Us**. **You** may, at any time during **Your** discussions with **Us**, contact the South Carolina Department of Insurance directly at 1-800-768-3467 for assistance or by mail at P.O. Box 100105, Columbia, SC 29202-3105.

CANCELLATION PROVISION - Item **B**. - is amended to include the following:

Notice of such cancellation will be mailed to **You** at **Your** last known address as set forth in **Our** records at least fifteen (15) days prior to **Our** cancellation of the **Contract**. The notice will state the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for is non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use.

CANCELLATION PROVISION - Item **D**. - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

## TEXAS

Unresolved complaints may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

CANCELLATION PROVISION - Item **B**. – is amended to include the following:

If **We** cancel this **Contract** for any reason other than non-payment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least fifteen (15) days prior to the effective date of cancellation.

CANCELLATION PROVISION - Item **D**. - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

## UTAH

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

**Terms of Payment:** The cost of this **Contract** can either be paid in full or financed.

CANCELLATION PROVISION – Item **B.** - is deleted and replaced with the following:

**B. We** may cancel this **Contract** within the first sixty (60) days for any reason. If this **Contract** has been in effect for more than sixty (60) days, **We** may cancel only for one or more of the following reasons:

1. nonpayment of the **Contract** charge,
2. material misrepresentation,
3. a substantial change in the risk assumed unless **We** should reasonably have foreseen the change or contemplated the risk when entering into this **Contract**, or
4. substantial breaches of contractual duties, conditions or warranties under this **Contract**.

Notice of cancellation for nonpayment of the **Contract** charge will be in writing and given at least ten (10) days prior to cancellation.

Notice of cancellation for any other reason will be in writing and given at least thirty (30) days prior to cancellation. Any cancellation notice will state the reason for cancellation and will be delivered or mailed by first class mail.

HOW TO FILE A CLAIM, Item **B – 2.** Emergency Repairs - is amended to include the following: Failure to report the emergency repair within five (5) days will not invalidate **Your** claim if **You** can show that it was not reasonably possible to report the claim within that time period, and that the claim was reported to the **Administrator** as soon as reasonably possible.

## WISCONSIN

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

The **Administrator**, Minnehoma Automobile Association, Inc. assumes the contractual obligations of the selling dealer.

## WISCONSIN (CONT'D)

CANCELLATION PROVISION – is amended by adding the following:

If **You** cancel this **Contract**, claims will not be considered when calculating any refund due.

HOW TO FILE A CLAIM – is modified by the following:

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. Failure to obtain authorization prior to having repairs made may jeopardize **Coverage** under this **Contract**. In the event of emergency repairs and **You** are unable to obtain prior authorization, the burden is on **You** to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this **Contract**. For such emergency repairs, **Your** claim will not be denied solely for lack of prior authorization.

The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Contract**. Any additional amount must receive prior approval. Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the **Administrator** as soon as reasonably possible.

## WYOMING

CANCELLATION PROVISION – Item **B**. - is amended to include the following:

If **We** cancel this **Contract** for any reason other than nonpayment of the purchase price of this **Contract**, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation at **Your** last known address as reflected in **Our** files at least ten (10) days prior to cancellation.

CANCELLATION PROVISION – Item **C**. is deleted in its entirety.

CANCELLATION PROVISION – Item **D**. - is amended to include the following:

If a refund is not paid by **Us** within forty-five (45) days, a ten percent (10%) penalty per month will be added to the refund.

**SCHEDULE OF COVERAGE** – ANCILLARY BENEFITS – is amended as follows:

The Tire Road Hazard benefit is not available in Wyoming.