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CONGRATULATIONS

on **Your Vehicle** purchase.

We are also providing a comprehensive Vehicle Service Contract giving **You** peace of mind and security against mechanical **Breakdowns**.

REGISTRATION PAGE

This is Your **CUSTOMER CONTRACT NUMBER**. Please use this number in any phone or written communication.

YOUR CONTRACT NUMBER	YOUR CONTRACT COVERAGE	ISSUED BY	LOCAL AGENT CODE
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CONTRACT HOLDER (You, Your):

CONTRACT HOLDER ADDRESS: (Phone: _____)

DESCRIPTION OF YOUR VEHICLE:

YEAR	MAKE	MODEL	VEHICLE ID NUMBER	CONTRACT CHARGE	DEDUCTIBLE
					\$100

VEHICLE PURCHASE PRICE	DEDUCTIBLE PLAN
	PER VISIT

VEHICLE PURCHASE DATE	ODOMETER MILEAGE AT VEHICLE PURCHASE DATE

TERM	
MONTHS	MILEAGE
<input type="text"/>	<input type="text"/>

ISSUED BY:

ADDRESS

EMAIL ADDRESS _____

If this Vehicle Service Contract has been financed, the Lienholder shall be entitled to any refunds resulting from the cancellation of this Vehicle Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle, or total loss of the vehicle.

WARRANTECH  COMPANIES

Administrator
Warrantech Automotive, Inc.
P.O. BOX 1007, Bedford, TX 76095
1-800-723-1153 (NAT'L)

The definition of "**We, Us and Our**" used frequently throughout the Vehicle Service Contract is defined as Warrantech Automotive, Inc., P.O. Box 1007, Bedford, TX 76095, (800) 723-1153. If this Vehicle Service Contract was issued in New Jersey or any other States where required by law, "**We, Us and Our**" is defined as the Dealer or Lessor from whom **You** purchased or leased the **Vehicle** described on the Registration Page. Please refer to the Vehicle Service Contract for additional Definitions.

Our obligations and the performance to **You** under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, (877) 528-7878. If a covered claim is not paid within sixty (60) days [except in Arizona thirty (30) days] after proof of loss has been filed, **You** may file a claim directly with the Insurance Company. Please call (877) 528-7878 for instructions.

Washington insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-WAR-VSC-0407-WA.

Oklahoma residents, the Vehicle Service Contract Obligor and Administrator is WARRANTECH AUTOMOTIVE OF FLORIDA, INC., P.O. Box 959, Bedford, TX 76095, 800-577-6624, LICENSE #60082.

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER – Please see the box labeled **Your** Contract Number on the Registration Page. This is **Your** CUSTOMER SUPPORT NUMBER. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

ISSUANCE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.

This Vehicle Service Contract along with the Registration Page make up **Your** entire Contract. No other documents, unless provided directly to **You** from the Administrator, are legal and binding.

This Vehicle Service Contract does not cover all **Breakdowns** and excludes some conditions and vehicles. Please read the **Schedule of Coverages**, Provisions of This Vehicle Service Contract and Exclusions sections of this Contract so **You** fully understand what Coverage is provided to **You** for **Your Vehicle**. This Contract does not provide Coverage for vehicles used commercially as stated in Exclusion K. If **You** have any questions regarding this Contract, please contact Customer Service.

This Vehicle Service Contract contains Limits of Liability. Please read "Limits of Liability" under "Provisions of this Vehicle Service Contract" to determine what those are.

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.

We, Us, Our – Means the obligor of this Contract as stated on the Registration Page attached to this Contract.

Schedule of Coverages – Lists the Coverages provided to **You** for **Your Vehicle** under this Contract.

Vehicle – Means the **Vehicle** which is described on the Registration Page.

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. **Subsequent Damages** resulting from the **Breakdown** of a covered part are covered by this Contract, except when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.

Subsequent Damage – Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.

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

Diagnostic – Means the system investigation required to determine the cause of the failure.

Teardown – Means the mechanical disassembly of a failed unit required to determine the cause and the extent of the failure.

Registered – Means a claim has been **Registered** only when the Administrator has been contacted and has issued a claim reference number.

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

SCHEDULE OF COVERAGES



Engine: Cylinder Block, Cylinder Head(s) and all Internally Lubricated Parts contained within the engine including: Pistons; Piston Rings; Connecting Rod Bearings; Crankshaft; Crankshaft Main Bearings; Camshaft; Camshaft Bearings; Cam Followers; Timing Chain or Belt; Timing Gears, Guides, Tensioners; Rocker Arms; Rocker Shafts; Rocker Bushings; Cylinder Head Valves; Valve Guides; Valve Lifters; Valve Springs; Valve Seals; Valve Retainers; Valve Seats; Push Rods; Water Pump; Fuel Pump; Oil Pump and Oil Pump Housing; Harmonic Balancer; Oil Pan; Timing Chain Cover; Intake and Exhaust Manifolds; Valve Covers; Engine Mounts.



Turbocharger / Supercharger: (factory installed only) Turbocharger / Supercharger Housing and All Internally Lubricated Parts.



Transmission: (Automatic or Standard) Transmission Case and all Internally Lubricated Parts plus: Torque Converter; Flywheel / Flex Plate; Vacuum Modulator; Electronic Shift Control Unit; Transmission Cooler; Transmission Mounts; Oil Pan.



Transfer Case: Transfer Case and All Internally Lubricated Parts.



Drive Axle: (Front and Rear) Drive Axle Case; All Internally Lubricated Parts contained within the Drive Axle; Locking Hubs; Drive Shafts; Universal Joints; Constant Velocity Joints; Axle Bearings; Four-Wheel Drive Actuator; and Differential Cover.

BENEFITS



TOWING: In the event of a **Breakdown** covered by this Contract, **We** will pay or reimburse **You** for receipted towing expenses up to fifty dollars (\$50) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing coverage. No Deductible will apply to this benefit.



LOST KEY / LOCK OUT: In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35) for locksmith services. No Deductible will apply to this benefit.

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This Contract is between US and YOU, and is subject to all the Terms and Conditions contained herein.

1. CONTRACT PERIOD

Coverage under this Contract begins on the **Vehicle** Purchase Date and will expire according to the time and/or mileage of the term/miles indicated, whichever occurs first, as shown on the Registration Page, and/or when the Limits of Liability for the Contract have been reached.

Expiration is measured in time/mileage from the **Vehicle** Purchase Date and Odometer Mileage (at **Vehicle** Purchase Date).

2. COVERAGE

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

3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED / DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.

4. DEDUCTIBLE

In the event of a **Breakdown** covered by this Contract, **You** will be required to pay a Deductible. No Deductible payment is required with respect to Benefit Coverages, if provided by this Contract. **You** have a Per Repair Visit Deductible, as shown on the Registration Page that will be applied on a Per Repair Visit basis. Should a covered **Breakdown** take more than one visit to repair, only one Deductible will apply for that **Breakdown**.

5. TERRITORY

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

6. LIMITS OF LIABILITY

Our maximum cumulative liability under this Contract shall not exceed the lesser of the trade-in value of **Your Vehicle** (as listed in the NADA Used Car Guide) or three thousand dollars (\$3000) for the life of the Contract. Claim benefits will be cumulative and cannot exceed the lesser of the trade-in value of **Your Vehicle** (as listed in the NADA Used Car Guide) or three thousand dollars (\$3000) for all incurred claims collectively during the term of this Contract. If **We** pay claims benefits to the maximum liability of the lesser of the trade-in value of **Your Vehicle** (as listed in the NADA Used Car Guide) or three thousand dollars (\$3000), this Contract will become fully earned and no further claims can be made against **Us**. Once the maximum limit of liability has been reached, this Contract, and all rights there under shall terminate.

7. MAINTENANCE REQUIREMENTS

- a. **Contract Holder cannot perform own maintenance for maintenance requirements and cannot own or operate the commercial service facility performing the maintenance.**
- b. **You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage. If an Owner's Manual is not provided, You may contact Your Vehicle's manufacturer for maintenance requirements.**
- c. **It is required that verifiable receipts be retained for the service work showing the maintenance(s) performed, date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the Administrator. Maintenance receipts from licensed repair facilities only will be accepted.**

8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

- a. **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.**
- b. To transfer, the following must be submitted to the Administrator within 30 days of the change of ownership to a subsequent individual purchaser:
 - A completed transfer form (can be obtained by logging on to www.wtechauto.com); with
 - Name and Address of new owner, date of sale to new owner, current mileage; and
 - \$75.00 Transfer Fee made payable to the Administrator.
- c. 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.

9. 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.

CANCELLATION OF YOUR CONTRACT

- a. **You** may cancel this Contract at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this Contract. To cancel, **You** must submit a written request to the Administrator. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This Contract can only be cancelled by the original Contract Holder.
- 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.
- c. If **Your Vehicle** and this Contract have been financed, the lienholder shown on the Registration Page may cancel this Contract for non-payment, (except in the states of Utah, Washington and Wyoming), or if **Your Vehicle** is declared a total loss or is repossessed.
- d. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire Contract charge paid. If this Contract is cancelled after the first sixty (60) days or a claim has been filed, **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. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

HOW TO FILE A CLAIM**A. IF THE VEHICLE INCURS A BREAKDOWN, YOU SHOULD TAKE THE FOLLOWING STEPS:**

1. Prevent Further Damage – Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair when a **Breakdown** has occurred. The operator is responsible for observing **Vehicle** warning lights and gauges, and taking appropriate action immediately. Failure to do so, may result in the denial of Coverage.
2. Get the Vehicle to a Licensed Repair Facility – If the **Vehicle** breaks down take the **Vehicle** to any licensed repair facility (the Administrator can assist in locating a repair facility).
3. Provide Repair Facility with a Copy of this Contract and / or the Contract Number.

IMPORTANT: Evaluating the cause of the failure does not mean that the failure is covered under this Contract. All covered repairs must be **Registered** with the Administrator.

4. Register Repairs with the Administrator – Ask the Service Manager to call the Administrator's Support Representative at (800) 723-1153 to **Register** the claim. If the Service Manager is unable to call, **You** must call prior to any repairs being performed. Prior to any repair being made, **You** or the Service Manager at the repair facility must contact the Administrator to **Register** the claim. Any claim for repairs that have not been **Registered** will not be covered except as provided under Emergency Repairs. The amount **Registered** with the Administrator is the maximum amount that will be paid for repairs covered under the terms of the Contract. Any additional amount must be **Registered** with the Administrator, prior to submitting the claim for payment.

NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, etc., should be called in prior to any Teardown.

5. Authorization for Teardown and / or Inspection – In some cases, **You** may need to authorize the repair facility to inspect and / or **Teardown 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. Instruct the repair facility to save all components including fluids and filters, in the event the Administrator requires an inspection.

IMPORTANT: The cost of the **Teardown** will not be paid if the failure of the component disassembled is not covered under this Contract.

B. SERVICE MANAGER'S GUIDE TO FILING A CLAIM:

1. Cause, Cure and Cost – Assess the problem(s), cause, cure of the failure and cost of the repairs.
2. Register the Repair with the Administrator – The Service Manager at the repair facility must call the Administrator's Service Manager's Support Representative at (800) 723-1153 to **Register** the claim. The following items are necessary when placing the call:
 - a. Last 8 digits of the **Vehicle** Identification Number
 - b. Date of the Repair Order
 - c. Mileage on **Vehicle** at time of repair
 - d. Repair Order Number

NOTE: We use a voice activated system to assist in starting a claim to help expedite the process. Background noise can hinder this process.

Once the claim has been initiated, the following information is needed:

- I. Cause of Failure and Cure
- II. Cost of the Repair
- III. Factory Part Number(s)

3. The Support Representative will Verify the Coverage and –

A. Register Claim – The Administrator will **Register** the claim by issuing a Reference Number. This Reference Number must be recorded on the Repair Order. The **Registered** claim amount is the maximum that will be paid. Any additional amounts must be **Registered** with the Administrator, prior to submitting the claim for payment. At the time the claim is **Registered**, **We** will adjust the labor hours according to a nationally recognized labor time guide. **We** accept nationally published labor guides (including factory labor guides) at industry standard times, including, Mitchell, Motor, Chilton, All-Data and Mitchell OnDemand.

OR

B. Request Additional Evaluation – Request further evaluation, **Teardown** or outside inspection.

- I. Inspection – The Administrator reserves the right to require an inspection of the **Vehicle** prior to any repair being accomplished. **Diagnostic** procedures not associated with the **Teardown** are not covered.
- II. Teardown – If a **Teardown** is necessary in order to determine the cause of failure, the Contract Holder must approve the **Teardown**. If the component disassembled is not covered, then the Contract Holder must pay for the **Teardown**.

Listed below is the Inspection **Teardown** Policy:

- a. Save all components, including fluids and filters, that need to be inspected. **We** may require covered components to be retained for **Our** disposal.
- b. The Support Representative will arrange for inspection.
- c. If not visited within 48 hours, call the Support Representative.

OR

C. Deny Claim – Deny the request and issue a Reference Number.

4. Review Coverage – After the Administrator has been contacted, the Service Manager and Contract Holder should review what will be covered by this Contract and what portions of the repairs, if any, will not be covered.
5. Contract Holder's Approval for Repairs – Contract Holder's approval is required to complete the repairs. All Repair Orders must have Contract Holder's signature.
6. Pay Any Applicable Deductible – **We** will reimburse the repair facility or the Contract Holder for the cost of the work performed on the **Vehicle** that is covered by this Contract and previously authorized, less the Deductible. Once authorization is obtained, and the repair is completed, all Repair Orders and documentation must be submitted to the Administrator within sixty (60) days (365 days in Wisconsin) (as soon as reasonably possible in Utah), to be eligible for payment.
7. Emergency Repairs – Should an emergency occur which requires a **Breakdown** repair be made at a time when the Administrator's office cannot be contacted, the Contract Holder must call the Administrator's office within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this Contract. If covered, the Contract Holder will be reimbursed for the repair.

C. IF YOUR VEHICLE BREAKS DOWN ON THE ROAD:

Follow the same steps as above. If necessary, the repair facility will be paid, less the Deductible (if any), by the Administrator's national charge card system (MasterCard or VISA) on the Contract Holder's behalf. In some cases, the Contract Holder may need to pay the repair bill in full. If so, the Contract Holder will be reimbursed for the **Registered** amount of the repair, less the Deductible (if any). If there are any questions regarding claim procedures or Coverages, please call the Administrator at the number below and ask for a Customer Support Representative.

Warrantech Automotive, Inc.
P.O. Box 1007, Bedford, TX 76095
Customer Service / Claims (800) 723-1153*; Fax (817) 785-6703
Email: wtechautoclaims@warrantech.com

EXCLUSIONS

This Vehicle Service Contract Provides No Coverage or Benefits:

- A. For any part not specifically listed in the Schedule of Coverages or any of the following parts: carburetor, battery and battery cable / harness, standard transmission clutch assembly, friction clutch disc and pressure plate, distributor cap and rotor, safety restraint systems (including air bags), glass, lenses, sealed beams, light bulbs, fuses, circuit breakers, cellular phones, TV / VCR / DVD players, game centers, AM / FM radio / cassette / CD players, speakers, audio / video equipment, all touch screen and / or voice activated accessories including related display screens and heads up displays on windshields, electronic transmitting / receiving devices, global positioning systems, voice recognition systems, remote control consoles, radar detection devices, brake rotors and drums, all exhaust components, and the following emission components: EGR purge valve / solenoids / sensors, vacuum canister, vapor return canister, vapor return lines / valves, air pump / lines / valves, catalytic converter / filtering / sensors, emission vapor sensors, gas cap / filler neck, weather strips, trim, moldings, bright metal chrome, upholstery and carpet, paint, outside ornamentation, bumpers, body sheet metal and panels, frame and structural body parts, vinyl and convertible tops, any convertible top assemblies, hardware or linkages, tires, wheels / rims. External nuts, bolts and fasteners are not covered unless specifically listed in the Schedule of Coverages (except where required in conjunction with a covered repair).
- B. For maintenance services and parts described in Your Vehicle's owner's manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings / shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- C. For any damage and / or Breakdown resulting from collision, road hazard, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, acts of God, salt, environmental damage, chemicals, contamination of fluids, fuels, coolants or lubricants.
- D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to Vehicle Purchase Date. For any Breakdown caused by sludge build-up resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and / or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred

- or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.
- E. For any repair or replacement of any covered part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer. Any part that a repair facility or manufacturer recommends or requires that it be replaced or repaired, or is an update, and is not a Breakdown, is Your responsibility and expense.
 - F. 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, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, any tire that is not recommended by the original manufacturer if it creates an odometer / speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and / or exhaust systems modifications, engine modifications, transmission modifications, and / or drive axle modifications, which includes any performance modifications.
 - G. If, while owned by You, Your odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way subsequent to issuance.
 - H. If Your Vehicle has ever been a total loss, salvaged, rebuilt or is a grey market vehicle.
 - I. 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, profit, inconvenience, or any other consequential loss (except as may otherwise be provided under the Schedule of Coverages), including any Consequential Damage to a non-covered part that results from a Breakdown.
 - J. When the responsibility for the repair is covered by an insurance policy, manufacturer and / or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties or a repairer's guarantee / warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs). 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.
 - K. If Your Vehicle is used for towing (unless Your Vehicle is equipped with factory installed or factory authorized tow package), or is used as a commercial unit, which includes farming or ranching, route work, job-site activities, service or repair work, delivery of goods, snow removal, or is used for rental, taxi, limousine or shuttle, towing / wrecker service, dumping (dump beds), cherry pickers, lifting or hoisting, police or emergency service, principally off-road use, prearranged or organized racing or competitive driving.
 - L. For any Pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the Vehicle Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
 - M. For Breakdowns that occur and / or repairs made outside of the United States of America and Canada.
 - N. For Diagnostic and / or Teardown procedures that are not listed, or are in excess of the times listed in the current year's national flat rate hourly guide in conjunction with a covered repair.

ARBITRATION PROVISION

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

As used in this provision, "You" and "Your" means the person or persons named in this **Contract**, and all of his/her heirs, survivors, assigns and representatives. And "We" and "Us" shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Any and all claims disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this **Contract** or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this Provision shall control any in-consistency between the AAA's Rules and this Provision. **You may obtain a copy of the AAA's rules by calling (800) 778-7879.** Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § et seq. **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.**

This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provisions shall continue in force and effect subsequent to and notwithstanding the expiration or termination of this **Contract**.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS TO ANY CLAIM.

SPECIAL STATE REQUIREMENTS / DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Contract was issued in one of the following states and supersede any other provision herein.

ALABAMA

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

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Contract to the Administrator.

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days.

ALASKA

This Contract does provide Coverage if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially. This Contract does not provide Coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Contract), and attorney's fees.

ARIZONA

You may also cancel this Contract by returning it to the Administrator, Warrantech Automotive, Inc., as listed on the Registration Page.

We may cancel this Contract for non-payment of the Contract charge, or for **Your** misrepresentation in the submission of a claim. **We** may cancel this Contract if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Vehicle** Purchase Date, or **Your Vehicle** is found to be used as a commercial vehicle.

Only those alterations made to **Your Vehicle** after the **Vehicle** Purchase Date are excluded as noted in EXCLUSION F.

EXCLUSIONS SECTION – Item L. is deleted and replaced with the following:

L. If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

EXCLUSION H. does not apply to Arizona residents.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

CONNECTICUT

Resolution of Disputes – In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Contract.

Connecticut Public Act, 87-393, Laws 1987, 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, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

If **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

You may cancel this Contract if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

GEORGIA

EXCLUSIONS SECTION – Items **D.** and **L.** are deleted and replaced with the following:

D. For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to Vehicle Purchase Date. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.

L. For any Pre-existing condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Vehicle Purchase Date, or if the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

Only those alterations made to **Your Vehicle** while owned by **You** are excluded as noted in EXCLUSION **F.**

We may cancel this Contract for non-payment of the Contract charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. If this Contract is cancelled after the first sixty (60) days or a claim has been filed, **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. An administration fee not to exceed the lesser of 10% of the pro-rata amount or \$50 will be applied if this Contract is cancelled by **You**. If **You** have cancelled this Contract and have not received the refund from **Us** or the Administrator within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the Registration Page.

The Arbitration Provision section of this Contract is stricken in its entirety.

HAWAII

The definition of **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.

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

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

Used vehicles with 50,000 miles or more but not more than 75,000 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 dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

IDAHO

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

ILLINOIS

This Vehicle Service Contract provides no Coverage or Benefits for 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**.

The Vehicle Service Contract provider may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service Contract price or fifty dollars (\$50).

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** obligations to **You**, providing such insurance was in effect at the time **You** purchased this Contract.

IOWA

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 only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th floor, Lucas State Office Building, Des Moines, Iowa 50319.

A ten percent (10%) penalty will be added each month to any refund not paid to the Contract Holder within thirty (30) days of the return of the Service Contract to the Service Company.

KANSAS

SCHEDULE OF COVERAGES - Lost Key/Lockout is not available.

LOUISIANA

CANCELLATION OF **YOUR CONTRACT** SECTION – Item **d.** is deleted and replaced with the following:

d. If **You** cancel this Contract within the first thirty (30) days, the full price **You** paid for the Service Contract will be refunded, less a fifty dollar (\$50) administrative fee. If **You** cancel this Contract after the first thirty (30) days, **We** will refund to **You** an amount 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. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

MASSACHUSETTS

NOTICE TO CUSTOMER: ISSUANCE 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.

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, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

MINNESOTA

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

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

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

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

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

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

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

If **You** have cancelled this Contract and have not received the refund from **Us** or the Administrator within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the Registration Page.

Definition "**Pre-existing**" is not applicable to Minnesota residents.

EXCLUSIONS SECTION – Items **B.** and **L.** are deleted in their entirety and replaced by the following:

B. For normal maintenance services and parts which include: alignments, adjustments, wheel balancing, tune-ups, spark plugs, spark plug wires, glow plugs, hoses (unless listed as specific covered parts), drive belts, brake pads, brake linings/shoes, and wiper blades. Filters, lubricants, coolants, fluids and refrigerants will be covered only if replacement is required in connection with a Breakdown.

L. For any Breakdown occurring before Coverage takes effect or prior to the Vehicle Purchase Date, or if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

EXCLUSION **H.** does not apply to Minnesota residents.

Coverage exclusion for **Breakdowns** caused by rust, corrosion, sludge build-up or damage to a covered part by a non-covered part does not apply to Minnesota residents.

The Arbitration Provision section of this Contract is stricken in its entirety.

MISSISSIPPI

The Arbitration Provision section of this Contract is stricken in its entirety.

MISSOURI

If the Contract Holder cancels this Contract, **We** must mail written notice of cancellation to **You** within 15 days of cancellation. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund **You** the entire purchase price of the Contract. This "free-look" period only applies to the original Contract purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Contract to the Administrator.

NEBRASKA

If **We** cancel this Contract, **We** will give you sixty (60) days notification, except for non payment, which will be ten (10) days notification.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.

NEVADA

This Service Contract is not renewable.

Nevada Residents: The provisions of this Contract apply only to the original Service Contract holder.

We may cancel this Contract within 70 days from the date of issuance for any reason. After 70 days, **We** may only cancel this Service Contract for fraud, material misrepresentation, or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this Contract if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer, or if **Your Vehicle** is found to be used as a commercial **Vehicle**. In the event **We** cancel this Contract, written notice will be sent to **Your** last known address at least 15 days prior to cancellation with the effective date of the cancellation.

You may cancel this Contract at anytime.

NEW HAMPSHIRE

Cancellation and Transfer Fees do not apply.

NEW YORK

Section 196b of New York 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 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

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

Used vehicles with 80,000 miles or more but no more 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 dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

OKLAHOMA**IMPORTANT INFORMATION YOU NEED TO KNOW SECTION - THE CONTRACT OBLIGOR AND ADMINISTRATOR IS WARRANTECH AUTOMOTIVE OF FLORIDA, INC., LICENSE #60082.**

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

CANCELLATION OF **YOUR CONTRACT SECTION** - Item **d.** is deleted and replace with the following:

d. If this Contract is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, **We** will refund the entire Contract charge paid. If this Contract is canceled by the warranty holder after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty Contract. In the event the Contract is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty Contract.

OREGON

If **You** have any questions regarding this Contract, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.

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 90 days or 4,000 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 dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

SOUTH CAROLINA

If **You** have any questions regarding this Contract, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If **We** cancel this Contract **We** shall mail a written notice to **You** at the last known address held by **Us** at least 15 days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. A ten percent penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Service Contract to the provider.

TEXAS

If **You** have any questions regarding the regulation of the Service Contract provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If **We** cancel this Contract **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.

If a Service Contract is cancelled and the provider does not pay the refund or credit the Service Contract Holder's account before the 46th day after the date of the return of the Service Contract to the provider, the provider is liable to the Contract Holder for a penalty in an amount not to exceed 10 percent of the amount outstanding per month.

UTAH

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

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

We may cancel this Contract for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to **Your** last known address:

1. **We** may cancel this Contract for non-payment of the Contract charge. Such cancellation will be effective 10 days after mailing of notice.
2. **We** may cancel this Contract for misrepresentation of a claim. Such cancellation will be effective 30 days after mailing of notice.

The Arbitration Provision section of this Contract is stricken in its entirety.

WASHINGTON

CANCELLATION OF **YOUR CONTRACT SECTION** – Items **a.**, **b.** and **d.** are deleted and replaced with the following:

- a.** **You** may cancel this Contract by returning it to the Administrator or the Insurer. A ten percent (10%) penalty will be added to any refund that is not paid within 30 days of return of the Contract to the Administrator.
- b.** **We** may cancel this Contract for misrepresentation in obtaining this Contract or in the submission of a claim. If cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the Administrator at least:
 1. 10 days before the effective date of cancellation if cancelled for non-payment of the Contract charge.
 2. 45 days before the effective date of cancellation if cancelled for any other reason.
- d.** If **You** cancel this Contract within the first sixty (60) days 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 or a claim has been filed, **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 twenty-five dollar (\$25.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

This Service Contract allows for binding arbitration proceedings to be held at a location in closest proximity to the Service Contract Holder's permanent residence. The commissioner is the Service Contract provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

You may file a claim directly with the Insurance Company at any time.

Information Disclosure: As the undersigned, I agree that I have read and understand the following Contract provisions and implied warranty disclosure:

1. PROVISIONS OF THIS VEHICLE SERVICE CONTRACT, Section 7. MAINTENANCE REQUIREMENTS and HOW TO FILE A CLAIM, which outlines **Your** responsibilities regarding maintenance requirements and filing a claim.
2. **SCHEDULE OF COVERAGES**, which outlines the Coverage provided under the Contract.
3. PROVISIONS OF THIS VEHICLE SERVICE CONTRACT, Section 1. CONTRACT PERIOD, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this Contract has been issued within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Contract.
5. EXCLUSIONS, which outlines conditions where the Contract does not provide Coverage.
6. CANCELLATION OF **YOUR** CONTRACT, which outlines the Contract cancellation conditions.

Signature

Date

WISCONSIN

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

Any claim for repairs that have not been **Registered** prior to having repairs made may jeopardize Coverage under this Contract, except as provided under Emergency Repairs. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Contract holder's county of residence or any other county in this state agreed to by both parties.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** - 7. MAINTENANCE REQUIREMENTS is deleted and replaced with the following:

7. MAINTENANCE REQUIREMENTS

- a. **You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage. If an Owner's Manual is not provided, You may contact Your Vehicle's manufacturer for maintenance requirements.**
- b. **It is required that verifiable receipts be retained for the service work. You must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and mileage when the services were performed. Maintenance and/or service work receipts will be requested by the Administrator.**

WYOMING

Our obligations under this Vehicle Service Contract are insured by a policy issued by the Insurance Company as noted on the Registration Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

The provider of the Service Contract shall mail a written notice to the Service Contract Holder at the last known address of the Service Contract Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

The Arbitration Provision section of this Contract is stricken in its entirety.