



PREVIEW

CUSTOMER INFORMATION

CUSTOMER'S NAME (LAST) Sample		(FIRST) John	(MIDDLE INITIAL)	
CUSTOMER'S ADDRESS 555 example rd.		CITY Middletown	STATE RI	ZIP 02842
HOME PHONE (555) 555-5555	CELL PHONE	E-MAIL ADDRESS		

VEHICLE & CONTRACT INFORMATION

YEAR 2023	MAKE HONDA	MODEL CR-V Hybrid Sport	VEHICLE IDENTIFICATION NUMBER 7FARS6H58PE031081	ODOMETER MILEAGE 200
IN-SERVICE DATE 05/09/2023	VEHICLE PURCHASE PRICE \$10,000.00	TOTAL CONTRACT PURCHASE PRICE \$1,145.00		DEDUCTIBLE PER VISIT \$100.00
MAX MILES <input checked="" type="checkbox"/>	ADD-ON MILES <input type="checkbox"/>	MANUFACTURER CERTIFIED WRAP <input type="checkbox"/>	CONTRACT TERM (Months / Miles) 96 100,000	CONTRACT PURCHASE DATE 05/09/2023
CONTRACT EXPIRATION DATE 05/09/2031		CONTRACT EXPIRATION MILEAGE 100,000		
VEHICLE ATTRIBUTES Commercial <input type="checkbox"/>	Medium Duty Truck <input type="checkbox"/>	Lift Kit <input type="checkbox"/>	Snow Plow <input type="checkbox"/>	Canadian Vehicle With No Factory Warranty <input type="checkbox"/>

LIENHOLDER INFORMATION

LIENHOLDER'S NAME Not Applicable	PHONE
LIENHOLDER'S ADDRESS	CITY STATE ZIP

SELLER INFORMATION

SELLER'S NAME SACCUCCI HONDA	PHONE (401) 847-4737	FAX (401) 847-4766
SELLER'S ADDRESS 1350 W MAIN RD	CITY MIDDLETOWN	STATE ZIP RI 02842

COVERAGE LEVEL (must select one)

If the "Manufacturer Certified Wrap" box in the VEHICLE & CONTRACT INFORMATION section above is checked, YOU may only select TotalCare® or StatedCare™.

<input checked="" type="checkbox"/> TOTALCARE® Covers all parts and components except those specifically excluded in section C. "WHAT IS NOT COVERED."	<input type="checkbox"/> STATEDCARE™ Covers parts and components that are specifically listed in 1-14 of the PowerCare™, PrimaryCare™, and StatedCare™ sections under "COVERAGE" on page 2.	<input type="checkbox"/> PRIMARYCARE™ Covers parts and components that are specifically listed in 1-10 of the PowerCare™ and PrimaryCare™ sections under "COVERAGE" on page 2.	<input type="checkbox"/> POWERCARE™ Covers parts and components that are specifically listed in 1-5 of the PowerCare™ section under "COVERAGE" on page 2.
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ADDITIONAL BENEFITS

SUBSTITUTE TRANSPORTATION \$40 per day up to 6 days (\$240 total) per occurrence. <input checked="" type="checkbox"/> Optional Upgrade \$75 per day up to 6 days (\$450 total) per occurrence.	TRIP INTERRUPTION Up to \$100 per day for the first 3 consecutive days.	ROADSIDE ASSISTANCE To request Roadside Assistance benefits call 1-844-296-6788.
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ACKNOWLEDGMENT

YOU (Customer), whose acknowledgment appears below, understand and agree that:

- The information contained above is, to the best of YOUR knowledge, true and correct;
- YOU must maintain the VEHICLE in accordance with all requirements set forth in section B. "YOUR RESPONSIBILITIES," and to keep all applicable receipts as proof of compliance;
- By providing YOUR e-mail address and phone number in the CUSTOMER INFORMATION section above, YOU agree to receive electronic communications from US or OUR affiliate (information about OUR customers shall not be disclosed to anyone, except as YOU authorize, as permitted by law, or as required by third parties, including but not limited to service providers and insurers, for the application of service or benefits pursuant to this CONTRACT);
- If the "Lift Kit" box in the VEHICLE & CONTRACT INFORMATION section above is checked, this CONTRACT shall only extend coverage to covered parts and components, as set forth herein, if the lift kit was professionally installed and does not exceed 6" with a maximum tire size of 4" taller than the VEHICLE'S tallest factory height option for that VEHICLE when originally manufactured; and
- This CONTRACT shall not provide coverage for lift or leveling kit components themselves, nor any subsequent damage to otherwise covered components resulting specifically from those modifications, as determined solely by the ADMINISTRATOR.

Purchase of this coverage is optional and is not required to obtain financing for, purchase, lease, or to register this VEHICLE. This is not an automobile liability insurance policy. This CONTRACT contains an arbitration provision (see section N. "ARBITRATION PROVISION"). YOU may access and print YOUR coverage ID card on OUR website at www.easycare.com/myeasycare. ID cards may take up to 60 days from the CONTRACT PURCHASE DATE to become available for print and will be available throughout the Contract Term.

CUSTOMER'S ACKNOWLEDGMENT	DATE 05/09/2023	SELLER'S ACKNOWLEDGMENT
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COVERAGE

POWERCARE™

This coverage level includes the following specific parts and components (1-5) of YOUR VEHICLE, as installed by the VEHICLE manufacturer, in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions, and exclusions of this CONTRACT (see section C. "WHAT IS NOT COVERED").

1. ENGINE: All internal, lubricated parts; cylinder block; cylinder heads; harmonic balancer; timing chain, timing belt, balance shaft belt, gears, pulleys, guides, and tensioners; oil pump; intake and exhaust manifold; diesel engine vacuum pump; engine mounts; water pump; turbocharger, intercooler, wastegate, and wastegate actuator/controller; supercharger, pulley, and clutch. The following parts and components are covered only if damaged by the FAILURE of an internal, lubricated part or component: cylinder barrels, timing chain cover, valve covers, oil pan, rotor housing, electric drive/traction motor case, and generator case.

TRACTION MOTOR: Primary electric drive/traction motor/generator and all internal parts; EV drive/traction motor dampener; electric drive/traction motor mounts; electric drive/traction motor coolant pump; EV BATTERY. The following parts and components are covered only if damaged by the FAILURE of an internal part or component: electric drive/traction motor case and generator case.

2. TRANSMISSION/TRANSFER CASE

MANUAL TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internal, lubricated parts; flywheel and ring gear; transmission mounts; clutch master and slave cylinder. The following parts are covered only if damaged by the FAILURE of an internal, lubricated part: transmission case, transaxle case, oil pan, and transfer case.

AUTOMATIC TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internal, lubricated parts; flex plate and ring gear; vacuum modulator; transmission mounts; torque converter, if internally damaged. The following parts and components are covered only if damaged by the FAILURE of an internal, lubricated part or component: transmission case, transaxle case, oil pan, and transfer case.

EV GEAR REDUCTION/REDUCER BOX/TRANSFER CASE: All internal, lubricated parts and components. The following parts and components are covered only if damaged by the FAILURE of an internal, lubricated part or component: gear reduction/reducer box housing, cover, oil pan, and transfer case.

3. DRIVE AXLE (FRONT/REAR): All internal, lubricated parts and components; drive shafts; axle bearings; drive axles, stub axles and tripod joints; universal joints; constant velocity joints and boots; locking hub assembly; center support bearing. The following part is covered only if damaged by the FAILURE of an internal, lubricated part or component: drive axle housing.

4. SEALS AND GASKETS: Seals and gaskets on all covered parts and components.

5. TAXES AND FLUIDS: State and local taxes, where applicable, and fluids as required as part of a covered repair.

PRIMARYCARE™

This coverage level includes the parts and components (1-5) set forth in the PowerCare™ section above as well as the following specific parts and components (6-10) of YOUR VEHICLE, as installed by the VEHICLE manufacturer, in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions, and exclusions of this CONTRACT (see section C. "WHAT IS NOT COVERED").

6. AIR CONDITIONING: Condenser; evaporator; compressor; accumulator; receiver dehydrator; clutch, pulley, and field coil; drive belt tensioner, pulley, and bearing; idler pulley and bearing; expansion valve; P.O.A. valve; orifice tube.

7. HEATING: HVAC blower motor; heater control switch; heater control valve; heating cables; heater core.

8. FUEL SYSTEM: Fuel pumps; fuel injectors; fuel injection pump; fuel distributor; fuel distributor rails; fuel pressure regulator; fuel level sensor; fuel tank; metal fuel lines.

9. COOLING SYSTEM: Radiator; fan, viscous drive, clutch, and motor; condenser fan; cooling fan thermal switch; thermostat.

EV COOLING SYSTEM: EV BATTERY cooling fan motor, radiator, and coolant control valve; EV BATTERY temperature sensor and thermistor.

10. BRAKING SYSTEM: ABS control unit, wheel sensors, pump and motor, accumulator and actuator assembly; master cylinder; vacuum/hydraulic assist booster; wheel cylinders; disc brake calipers, pistons, and seals; brake vacuum pump; proportioning valve; metal hydraulic lines and fittings.

EV BRAKING SYSTEM: Electric brake assist booster; electric parking brake switch and actuator.

STATEDCARE™

This coverage level includes the parts and components (1-10) set forth in the PowerCare™ and PrimaryCare™ sections above as well as the following specific parts and components (11-14) of YOUR VEHICLE, as installed by the VEHICLE manufacturer, in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions, and exclusions of this CONTRACT (see section C. "WHAT IS NOT COVERED").

11. SUSPENSION (FRONT/REAR): Upper and lower control arms, control arm shafts, and bushings; upper and lower ball joints; trailing arm, links, and bushings; lateral links and bushings; king pins and bushings; torsion bars and torsion bar mount; strut bar and bushings; stabilizer bar, stabilizer links, and bushings; radius arms and bushings; links and bushings; wheel bearings; hub bearings; knuckle; spindle and support; MacPherson struts, not including shock absorbers or inserts.

12. STEERING: All lubricated parts and components contained within the steering gear box; rack assembly and control valve; electronic steering gear and motor; power steering pump and power steering fluid reservoir; power cylinder assembly; pitman arm; idler arm; tie rod ends; drag link; steering column shaft and coupling.

13. ELECTRICAL SYSTEM: Alternator; voltage regulator; distributor; ignition module; ignition coil; ignition switches; engine wiring harness; power door lock switches and actuators; power window motors and regulators; courtesy light

switch; power mirror motor; horn and relay; brake light switch; dash gauges/instrument cluster; idle air control motor; transfer case actuator motor; 4WD engagement motor; manually-operated switches; wiper motors; starter drive and solenoid; starter motor; anti-detonation sensors; factory installed AM/FM radio, cassette player, C.D. player, and speakers.

EV HIGH-TECH/ELECTRICAL SYSTEM: EV BATTERY current sensor and circuit breaker sensor; EV BATTERY onboard charger, charge controller/power management control module, main charging switch, and junction block; EV low voltage DC converter and inverter; EV throttle/accelerator pedal position sensor; regenerative brake control module.

14. HIGH-TECH / CONVENIENCE GROUP: Four-wheel steering center shaft and couplings, power steering unit, control unit, control valve, speed sensors, and oil pump; computerized timing and mixture control unit (PCM/ECM) and sensors; cruise control module, servo, and engagement switch; power seat motor; power antenna; power sun/moon roof motor.

TOTALCARE®

This coverage level includes all parts and components of YOUR VEHICLE, as installed by the VEHICLE manufacturer, in the event of a MECHANICAL BREAKDOWN or FAILURE, subject to the terms, conditions, and exclusions of this CONTRACT (see section C. "WHAT IS NOT COVERED").

VEHICLE ATTRIBUTES

If the following Vehicle Attributes are applicable to YOUR VEHICLE, coverage and benefits as set forth herein shall only be provided if the applicable boxes are checked under Vehicle Attributes in the VEHICLE & CONTRACT INFORMATION section on page 1:

COMMERCIAL: the "Commercial" box in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked if YOUR VEHICLE is used for COVERED COMMERCIAL PURPOSES.

MEDIUM DUTY TRUCK: the "Medium Duty Truck" box in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked if YOUR VEHICLE is a medium duty truck, as determined solely by the ADMINISTRATOR.

LIFT KIT: the "Lift Kit" box in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked if YOUR VEHICLE has a leveling kit or suspension lift kit. However, please note that the coverage set forth herein shall only be provided if the leveling kit or suspension lift kit was installed by a licensed repair facility (up to 6") with a maximum tire size not to exceed 4" taller than the VEHICLE'S tallest factory height option for that VEHICLE when originally manufactured. Further, coverage shall only extend to the covered parts and components listed in the COVERAGE section above per the corresponding COVERAGE LEVEL selected on page 1 and shall not extend to the lift or leveling kit parts or components themselves, nor any subsequent damage to otherwise covered parts or components resulting specifically from those modifications, as determined solely by the ADMINISTRATOR.

SNOW PLOW: the "Snow Plow" box in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked if YOUR VEHICLE is used for snow plowing, provided that YOUR VEHICLE is properly equipped for such use as required by the VEHICLE'S manufacturer. However, please note that the coverage set forth herein shall not extend to the parts or components of the snow plow itself. If YOU are using a snow plow for COVERED COMMERCIAL PURPOSES, both the "Commercial" and "Snow Plow" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked.

CANADIAN VEHICLE WITH NO FACTORY WARRANTY: the "Canadian Vehicle With No Factory Warranty" and the "Add-On Miles" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 must be checked if YOUR VEHICLE was originally sold or leased in Canada and imported to the United States legally through channels other than the Canadian manufacturer's official distribution system and the factory warranty for the VEHICLE did not transfer. Max Miles and Manufacturer Certified Wrap are not available.

ADDITIONAL BENEFITS

The DEDUCTIBLE shall not apply to these additional benefits. See section D. "COVERAGE LIMITS" for applicable limitations to the following:



ROADSIDE ASSISTANCE: This CONTRACT provides the following Roadside Assistance benefits and services: Towing and Winch-Out, Jump Starts, Tire Changes with YOUR inflated spare, Vehicle Fluid Delivery (YOU are responsible for cost of fuel/fluids), and Lockout Assistance (YOU are responsible for cost of key cutting/parts & labor.) Winch-out service benefits only apply if the VEHICLE can be safely reached and it is no more than 50 feet from an established, maintained road, thoroughfare, paved street, highway, public or private parking lot. Winch-out service benefits do NOT apply if the VEHICLE was intentionally driven off the road. This benefit does not apply to recovery work (i.e., VEHICLE is down a hillside or embankment), if the VEHICLE has been in an accident, or if it is in an area where state law prohibits the use of third-party roadside assistance providers. Call 1-844-296-6788 to request Roadside Assistance benefits.



TRIP INTERRUPTION: This CONTRACT provides reimbursement for costs incurred by YOU for meals and lodging between the date of a MECHANICAL BREAKDOWN or FAILURE, or a failure covered under YOUR VEHICLE'S manufacturer warranty that is not otherwise excluded by this CONTRACT, and the date repairs are completed. Reimbursement for this benefit is only applicable when YOUR VEHICLE is disabled and YOU are required to remain overnight more than 50 miles from YOUR home address while covered repairs are completed.



SUBSTITUTE TRANSPORTATION: This CONTRACT provides reimbursement for actual expenses incurred (excluding tips, fuel, collision damage waiver, and optional insurance charges) if YOU must use substitute transportation due to a MECHANICAL BREAKDOWN or FAILURE, or a failure that is covered under YOUR VEHICLE'S manufacturer warranty that is not otherwise excluded by this CONTRACT. The number of days that reimbursement for this benefit will be allowed may be limited by the ADMINISTRATOR depending upon the underlying damage and the reasonable time to repair it, which may include parts delay, as determined solely by the ADMINISTRATOR. Rental cars, RIDESHARE SERVICES, and taxi services are the only means of substitute transportation for which reimbursement pursuant to this benefit shall be available. YOU may upgrade this benefit to increase YOUR maximum daily rate for an additional fee by checking the "Optional Upgrade" box in the ADDITIONAL BENEFITS section on page 1.

OPTIONAL UPGRADE: YOU may upgrade the Substitute Transportation benefit to increase reimbursement for covered expenses by checking the "Optional Upgrade" box in the ADDITIONAL BENEFITS section on page 1.

TERMS AND CONDITIONS

THIS CONTRACT IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, EXCEPTIONS, DEFINITIONS, AND EXCLUSIONS. NO PERSON HAS THE AUTHORITY TO UNILATERALLY CHANGE THIS CONTRACT OR TO WAIVE ANY OF ITS PROVISIONS. THIS CONTRACT IS FOR THE SOLE BENEFIT OF THE CUSTOMER SET FORTH ON PAGE 1, OR THE TRANSFEREE, IF APPLICABLE, AND APPLIES ONLY TO THE VEHICLE DESCRIBED HEREIN.

DEFINITIONS:

ADMINISTRATOR: means Automobile Protection Corporation – APCO, P.O. Box 88230, Atlanta, Georgia 30356-8230, (844) 296-6788.

COVERED COMMERCIAL PURPOSES: means any use of the VEHICLE in business or commerce, including but not limited to, pick-up and delivery service, company pool use or business travel when the vehicle is used by more than one driver, for government purposes, service or repair calls, route work, job site activities, construction, farming, ranching, hauling, or for RIDESHARE SERVICES. COVERED COMMERCIAL PURPOSES shall include commercial snow plowing if both the "Commercial" and "Snow Plow" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 are checked.

CONTRACT, YOUR CONTRACT: means this Vehicle Service Contract. It is a CONTRACT between YOU and US.

CONTRACT PURCHASE DATE: means the date that YOU purchased this CONTRACT, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1.

DEDUCTIBLE: means that portion of a covered claim or repair visit authorized pursuant to the terms of this CONTRACT that YOU must pay, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1. The DEDUCTIBLE amount YOU must pay is either a preselected dollar amount or a percentage of the covered claim amount, per visit. The DEDUCTIBLE shall not apply to the benefits set forth in the ADDITIONAL BENEFITS section.

ELECTRIC VEHICLE, EV: means an electric vehicle, a hybrid vehicle, or a plug-in hybrid vehicle.

EV BATTERY: means the high voltage, rechargeable battery designed to store and supply power for the electrical drivetrain/propulsion motor and related specific parts and components of an all-electric, plug-in electric, or plug-in hybrid vehicle. EV BATTERY does not include 12-volt, starting, lighting, ignition, or any other type of low-voltage battery, as solely determined by the ADMINISTRATOR.

EV BATTERY FAILURE: means the MECHANICAL BREAKDOWN or FAILURE of an EV BATTERY, as determined by measured specifications that exceed the VEHICLE manufacturers EV BATTERY tolerance(s). In the event no manufacturer tolerance(s) exists, EV BATTERY FAILURE shall be defined as a measured loss of more than 30% of its charge retention capacity. EV BATTERY FAILURE shall not include normal wear and tear, including but not limited to, an EV BATTERY'S gradual loss in capacity and ability to hold a charge with time and use, where a FAILURE has not occurred.

FLAT CANCELLATION: means OUR cancellation of this CONTRACT for a full or 100% refund of the Total Contract Purchase Price upon its return to the ADMINISTRATOR or SELLER within 30 days of the CONTRACT PURCHASE DATE when no claim has been authorized or paid prior to its return.

IN-SERVICE DATE: means the date the VEHICLE was first put into service or made available for use at the time of its original retail sale, lease, or other similar transaction; not necessarily the date YOU purchased YOUR VEHICLE.

MECHANICAL BREAKDOWN, FAILURE: means the inability of any covered part or component of YOUR VEHICLE to perform the function for which it was designed due to defects in material or workmanship. For purposes of this CONTRACT, covered parts and components shall be determined based on the COVERAGE LEVEL selected on page 1, subject to the terms, conditions, and exclusions as set forth herein, and are specifically listed in the COVERAGE section on page 2, except for TotalCare® coverage, which shall include all parts and components of the VEHICLE, as installed by the VEHICLE manufacturer, that are not specifically excluded by this CONTRACT. MECHANICAL BREAKDOWN shall not include the

gradual reduction in operating performance due to normal wear and tear where a failure has not occurred. The manufacturer has established tolerances for the express purpose of defining FAILURE and serviceability, and when specifications exceed these manufacturer's tolerances, a FAILURE will be considered to have occurred. MECHANICAL BREAKDOWN or FAILURE shall include EV BATTERY FAILURE.

NON-COVERED COMMERCIAL PURPOSES: means any use of the VEHICLE for livery (for rent or for hire unless used for RIDESHARE SERVICES), emergency, taxi, or police usage. NON-COVERED COMMERCIAL PURPOSES shall include commercial snow plowing if either the "Commercial" or "Snow Plow" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 are not checked.

RIDESHARE SERVICES: means a car service where a person arranges for transportation via a vehicle that is privately-owned by an individual(s) (e.g. Uber, Lyft).

SELLER: means the entity from whom YOU purchased this CONTRACT, as set forth in the SELLER INFORMATION section on page 1.

SELLER GROUP: means any point of sale and/or vehicle service locations that are owned by the SELLER or owned by the same entity as the SELLER.

TRANSFEREE: means a different private owner of the VEHICLE when ownership of the VEHICLE is transferred.

VEHICLE, YOUR VEHICLE: means the VEHICLE set forth in the VEHICLE & CONTRACT INFORMATION section on page 1.

WE, US, OUR: means the Issuing Provider/Obligor of this CONTRACT as set forth on page 1.

YOU, YOUR, CUSTOMER: means the person set forth in the CUSTOMER INFORMATION section on page 1.

A. OUR RESPONSIBILITIES

WE agree to repair, replace, or reimburse YOU for the reasonable cost to repair or replace, any of the parts and components of YOUR VEHICLE covered pursuant to this CONTRACT due to a MECHANICAL BREAKDOWN or FAILURE, less the DEDUCTIBLE (if applicable), subject to the terms, conditions, and exclusions set forth herein. Please note that, in addition to the DEDUCTIBLE (if applicable), YOU shall also be responsible for paying any costs that exceed the amount that is covered pursuant to this CONTRACT.

B. YOUR RESPONSIBILITIES

YOU must have YOUR VEHICLE serviced as recommended by the VEHICLE manufacturer. If requested, proof of required service, including verifiable receipts showing the date and mileage of the VEHICLE at the time of service, must be presented to have repairs begun on YOUR VEHICLE. Service within 1,000 miles and/or 30 days of the VEHICLE manufacturer's recommended service interval shall be considered compliant pursuant to the terms of this CONTRACT. YOU may be required to submit to the ADMINISTRATOR all records for service performed on YOUR VEHICLE when such service relates to the specific MECHANICAL BREAKDOWN or FAILURE or to verify odometer operation.

Upon customary and reasonable notice of the occurrence of a failure, YOU shall protect the VEHICLE from further damage, regardless of whether such failure is covered by this CONTRACT. Any operation of the VEHICLE that results in further damage, related to the original failure, shall be considered YOUR failure to protect the VEHICLE and shall not be covered under this CONTRACT. YOU are responsible for making sure that all warning lights/gauges are functioning before driving the VEHICLE, including but not limited to the oil and temperature lights/gauges. YOU are required to safely pull YOUR VEHICLE off the road and shut off the engine immediately when any light/gauge indicates that there may

TERMS AND CONDITIONS (CONTINUED)

be a problem with the VEHICLE. If YOUR VEHICLE is at a repair facility, YOU must give YOUR authorization to such facility for inspection and/or teardown of YOUR VEHICLE in a timely manner to diagnose a problem.

Failure to meet any requirements or to perform any duties set forth in this section may result in the denial of YOUR claim.

C. WHAT IS NOT COVERED

1. MECHANICAL BREAKDOWN or FAILURE:

- a. When repairs or replacements are performed without prior authorization from the ADMINISTRATOR, except as set forth in section E. "HOW TO MAKE A CLAIM" in the event of emergency repairs performed outside of the ADMINISTRATOR'S normal business hours;
 - b. When required information regarding the MECHANICAL BREAKDOWN or FAILURE provided by YOU cannot reasonably be verified as accurate, as determined by the ADMINISTRATOR;
 - c. Of any part or component that is reasonably determined by the ADMINISTRATOR to have occurred after YOU have failed to meet any requirement or perform any duty set forth in section B. "YOUR RESPONSIBILITIES;"
 - d. Of any part or component that is reasonably determined by the ADMINISTRATOR to have been caused by, related to, or worsened as a result of YOUR failure to meet any requirement or perform any duty set forth in section B. "YOUR RESPONSIBILITIES," including but not limited to lack of maintenance as recommended by YOUR VEHICLE'S manufacturer;
 - e. Caused by negligence, improper previous repair, misuse, abuse, or physical damage;
 - f. Covered by warranty, repairer's guaranty, other service contract, or insurance policy, regardless of whether each: can or cannot be honored or collected or is unavailable for any reason, including if such entity or person providing the warranty, repairer's guaranty, other service contract, or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it, a receiver or trustee is appointed to oversee the property of such entity or person, or if such entity or person makes an assignment for the benefit of creditors;
 - g. Of any part, component, or repair described as covered by the manufacturer, distributor, or importer's warranty for the term and mileage of such coverage at the time of the first retail sale, regardless of whether such warranty for part, component, or repair: can or cannot be honored or collected or is invalidated for any reason, including if the manufacturer, distributor, or importer has ceased normal business operations, has bankruptcy proceedings commenced by or against it, if a receiver or trustee is appointed to oversee the property of such entity, if such entity makes an assignment for the benefit of creditors, or if YOUR VEHICLE was originally sold or leased in Canada and imported to the United States legally through channels other than the Canadian manufacturer's official distribution system and the factory warranty for the VEHICLE did not transfer, unless the "Canadian Vehicle With No Factory Warranty" and the "Add-On Miles" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 are checked;
 - h. If YOUR VEHICLE (i) was originally sold or leased in Canada and imported to the United States legally through channels other than the Canadian manufacturer's official distribution system and the factory warranty for the VEHICLE did not transfer; (ii) is used for snow plowing; (iii) is used for COVERED COMMERCIAL PURPOSES; or (iv) if YOUR VEHICLE has a leveling kit or suspension lift kit unless the respective box(es) is checked in the VEHICLE & CONTRACT INFORMATION section on page 1, subject to the terms and conditions as set forth herein;
 - i. If YOUR VEHICLE is used for NON-COVERED COMMERCIAL PURPOSES;
 - j. If "Snow Plow" is checked in the Vehicle Attributes section on page 1 but YOUR VEHICLE is not properly equipped for such use as recommended and/or required by YOUR VEHICLE'S manufacturer;
 - k. If YOUR VEHICLE is used for racing on or off road; competition; speed contests or trials whether alone or with other participants, timed or not; racetrack or course events of any kind in which YOUR VEHICLE is operated in a manner inconsistent with ordinary passenger use and/or which would not be lawfully permitted on a public roadway;
 - l. If YOUR VEHICLE is used for towing a trailer in excess of 2,000 lbs., unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed YOUR VEHICLE'S manufacturer specifications;
 - m. Where it is determined that, for more than 1 month or 1,000 miles, the odometer has been inaccurate, inoperative, or altered so that the VEHICLE'S true mileage cannot be verified;
 - n. That is a direct result of a mechanical, electrical, structural, or other defect when the manufacturer, distributor, or importer has announced a public recall for the purpose of correcting such defect regardless of whether the manufacturer, distributor, or importer can or cannot honor or correct such recalled defect or is unavailable for any reason, including such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it, if a receiver or trustee is appointed to oversee the property of such entity or person, or if such entity or person makes an assignment for the benefit of creditors;
 - o. That is reasonably determined by the ADMINISTRATOR to have occurred prior to the CONTRACT PURCHASE DATE or that is reported after this CONTRACT has expired;
 - p. Caused by any external cause such as collision, theft, freezing, fire, vandalism, riot or explosion, lightning, earthquake, windstorm, hail, volcanic eruption, water, or flood;
 - q. Of any part or component damaged by fire, regardless of cause;
 - r. Arising out of the FAILURE of an otherwise covered part or component where that FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/or alterations to the VEHICLE, including but not limited to: over or undersized tires or rims; exhaust, intake, ignition, fuel, suspension, or steering system modifications; disconnection of any emission control device; aftermarket electrical modifications to any system; etc.;
 - s. Due to continued operation and failure to protect YOUR VEHICLE from further damage caused by lack of necessary coolants or lubricants;
 - t. Of a covered part or component damaged by a non-covered part or component;
 - u. Of a non-covered part or component;
 - v. Of a covered part or component that is damaged by or as a result of varnish, sludge, fuel or lubricant contamination, rust, corrosion, water ingress, moisture, or condensation, regardless of cause;
 - w. Of a non-covered part or component that is damaged by a covered part or component. If YOU have TotalCare®, coverage will be extended to the next singular part or component damaged by the MECHANICAL BREAKDOWN or FAILURE of a covered part or component, provided that such next singular part or component was installed by the VEHICLE'S manufacturer at the time of original vehicle assembly;
 - x. Of a covered part or component that is determined to be clogged, restricted, collapsed, blocked, obstructed, overheated, warped, or otherwise impeded in its function by any cause or condition that does not represent a defect in material or workmanship of that covered part or component;
 - y. If YOUR VEHICLE has a leveling kit or suspension lift kit that was not installed by a licensed repair facility; or
 - z. If YOUR VEHICLE contains a leveling kit or suspension lift kit that exceeds 6" and/or a maximum tire size of 4" taller than the VEHICLE'S tallest factory height for that VEHICLE when originally manufactured.
2. Any damage resulting from pre-ignition or detonation, regardless of cause;
 3. Repairs or replacements of any part or component that was not installed by the VEHICLE'S manufacturer at the time of original assembly, regardless of cause;
 4. INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, OR INCONVENIENCE;
 5. Storage charges, freight charges, core charges, and disposal fees;
 6. The cost of teardown, disassembly, or assembly if coverage cannot be applied pursuant to this CONTRACT;
 7. 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, as determined by the ADMINISTRATOR, in conjunction with a covered repair;
 8. Adjustments necessary to correct squeaks, rattles, water leaks, or wind noise;
 9. Normal Wear and Tear and Maintenance - Related Parts and Components or Procedures:
 - a. Unless required as part of a covered repair and YOU have TotalCare® coverage - parts and maintenance items/procedures such as engine tune-ups, spark plugs, spark plug wires and connectors, glow plugs, distributor cap and rotor, fuses, fusible links and circuit breakers, filters, brake pads, brake shoes, brake linings, all hoses (except air conditioning lines and hoses), belts, and wiper blades;
 - b. Unless required as part of a covered repair - adjustments, lubricants, software/re-flashing, suspension or steering alignment, wheel balancing, coolants, and fluids;
 - c. Other maintenance services, parts, or components described in the VEHICLE manufacturer's maintenance schedule for the VEHICLE.
 10. Other Parts and Components not covered:
 - a. Any non-factory installed components, regardless of cause;
 - b. Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, exhaust system, catalytic converter, brake drums, brake rotors, MacPherson strut cartridge insert, shock absorbers, batteries (except for EV BATTERIES, if applicable), battery cables, lenses, light bulbs, sealed beams, glass, wheel covers, interior trim, manual clutch components, body seals, and gaskets (e.g., weather stripping);
 - c. Convertible tops, glass, plastic, framing, cables, seals, or motor (convertible top motor is covered under TotalCare®);
 - d. Any parts or components not specifically set forth in the COVERAGE section on page 2 for the corresponding level of coverage (PowerCare™, PrimaryCare™, StatedCare™) selected in the COVERAGE LEVEL section on page 1, unless TotalCare® has been selected.
 11. Additional loss or damage that occurs due to YOUR or the VEHICLE operator's failure to use all reasonable precautions to protect the VEHICLE from any further loss or damage after a MECHANICAL BREAKDOWN or FAILURE has occurred;

TERMS AND CONDITIONS (CONTINUED)

12. Any costs if verifiable receipts as required in section B. "YOUR RESPONSIBILITIES" are not furnished upon request;
13. The repair of valves and/or rings for the purpose of raising the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has not occurred;
14. Any VEHICLE determined to be a previous flood or salvage vehicle or on which the title to the VEHICLE has been altered or "washed," regardless of when such determination is made;
15. Missing parts or components or those which are lost/discarded/misplaced and/or otherwise unavailable for independent inspection;
16. Tire or wheel damage;
17. Leveling kit or suspension lift kit components themselves or any subsequent damage to otherwise covered components resulting specifically from the leveling kit or suspension lift kit modifications or installation, as determined solely by the ADMINISTRATOR; or
18. Snow plow parts or components.

D. COVERAGE LIMITS

Coverage shall be limited to the reasonable price for repair or replacement of any covered part or component, as determined by the ADMINISTRATOR, not to exceed the manufacturer's suggested retail price. Replacement may be made with parts or components of like kind and quality, when available, and may be new, remanufactured, rebuilt, non-original manufacturer's parts or components, exchanged, or serviceable used parts or components, as are customarily used in the automobile industry and approved by the ADMINISTRATOR.

In no event will the coverage for each MECHANICAL BREAKDOWN or FAILURE pursuant to this CONTRACT exceed the "Clean Retail Value" of the VEHICLE as established by the J.D. Power Valuation Services' Official Used Car Guide at the time immediately preceding such MECHANICAL BREAKDOWN or FAILURE.

Additionally, the total of all benefits payable shall never exceed the Vehicle Purchase Price, which is set forth in the VEHICLE & CONTRACT INFORMATION section on page 1. In the event the aggregate coverage limit set forth in this paragraph is exceeded, the Total Contract Purchase Price shall be deemed fully earned and no future coverage will be available pursuant to this CONTRACT.

• Additional Benefits

In addition to the per MECHANICAL BREAKDOWN or FAILURE and aggregate coverage limits set forth in this section that are applicable to all benefits payable pursuant to this CONTRACT, the following additional coverage limits shall be applicable to the respective Additional Benefits as set forth below:

- a. **Roadside Assistance** – This CONTRACT shall provide the following Roadside Assistance benefits and services up to \$100 per occurrence: Towing and Winch-Out, Jump Starts, Tire Changes with YOUR inflated spare, Vehicle Fluid Delivery (YOU are responsible for cost of fuel/fluids), and Lockout Assistance (YOU are responsible for cost of key cutting/parts, components, and labor.) However, if either the "Medium Duty Truck" or "Lift Kit" boxes in the VEHICLE & CONTRACT INFORMATION section on page 1 are checked, Towing and Winch-Out services are covered up to a maximum of \$500 per occurrence.
- b. **Trip Interruption** – This CONTRACT shall provide reimbursement up to \$300, not to exceed \$100 per day for the first 3 consecutive days, for costs incurred by YOU for meals and lodging between the date of a MECHANICAL BREAKDOWN or FAILURE, or a failure covered under YOUR VEHICLE'S manufacturer warranty that is not otherwise excluded by this CONTRACT, and the date repairs are completed.
- c. **Substitute Transportation** – This CONTRACT shall provide reimbursement for actual expenses incurred (excluding tips, fuel, collision damage waiver, and optional insurance charges) up to the maximum daily rate of \$40 per day, not to exceed 6 days or \$240 in total per occurrence, if YOU must use substitute transportation due to a MECHANICAL BREAKDOWN or FAILURE, or a failure that is covered under YOUR VEHICLE'S manufacturer warranty that is not otherwise excluded by this CONTRACT.
 - i. **Optional Upgrade** – If the "Optional Upgrade" box in the ADDITIONAL BENEFITS section on page 1 is checked, the Substitute Transportation reimbursement benefit shall increase to a maximum daily rate of \$75 per day, not to exceed 6 days or \$450 in total per occurrence.

E. HOW TO MAKE A CLAIM

1. YOU may take YOUR VEHICLE to any licensed repair facility. However, WE recommend that YOU return the VEHICLE to the SELLER, if applicable. YOU must provide authorization to the chosen licensed repair facility for the diagnosis and/or tear-down necessary to determine whether a MECHANICAL BREAKDOWN or FAILURE has occurred. Before any repairs are performed pursuant to this CONTRACT, the ADMINISTRATOR must authorize such repairs by issuing an authorization code. To obtain such prior authorization:
 - a. Provide YOUR CONTRACT number to an authorized service representative at the licensed repair facility.
 - b. Instruct the authorized representative at the licensed repair facility to contact the ADMINISTRATOR at 1-844-296-6788 with YOUR CONTRACT number, VEHICLE mileage, date of MECHANICAL BREAKDOWN or FAILURE, and any diagnostic or repair order information they may have already compiled with YOUR authorization.
 - c. Upon OUR request, YOU must allow the ADMINISTRATOR to inspect YOUR VEHICLE to gather necessary information regarding any claim.
 - d. Under certain conditions when a MECHANICAL BREAKDOWN or

FAILURE occurs, YOU may be required to return the VEHICLE to the SELLER.

In the event of a MECHANICAL BREAKDOWN or FAILURE outside of the ADMINISTRATOR'S normal business hours, YOU may immediately take YOUR VEHICLE to any licensed repair facility for emergency repairs. The licensed repair facility must contact the ADMINISTRATOR on the next business day to determine whether the MECHANICAL BREAKDOWN or FAILURE is covered pursuant to this CONTRACT. If the ADMINISTRATOR determines that the MECHANICAL BREAKDOWN or FAILURE is covered, the ADMINISTRATOR will authorize the claim and issue an authorization code. To obtain reimbursement for emergency repairs performed outside of the ADMINISTRATOR'S normal business hours, YOU must follow the instructions under paragraph 2. "Submitting A Claim" below. Nothing herein authorizes repairs not otherwise covered under this CONTRACT.

2. Submitting A Claim:

Once the claim has been authorized, YOU are responsible for payment of the DEDUCTIBLE (if applicable) and any costs not covered pursuant to this CONTRACT. YOU must submit the following to the ADMINISTRATOR by fax at (770) 246-2415, by email at easycarepayments@easycare.com, or by mail at P.O. Box 88230, Atlanta, Georgia 30356-8230:

- a. A legible, itemized repair order signed by YOU;
- b. All sublet bills, towing and/or substitute transportation receipts, when applicable; and
- c. All lodging and/or meal receipts, when applicable.

F. DEDUCTIBLE

In the event of a MECHANICAL BREAKDOWN or FAILURE, YOU may be required to pay a DEDUCTIBLE. To determine if a DEDUCTIBLE applies, and if so, the amount, please see the VEHICLE & CONTRACT INFORMATION section on page 1. A DEDUCTIBLE is only applicable to MECHANICAL BREAKDOWN or FAILURES and does NOT apply to the ADDITIONAL BENEFITS set forth on page 3.

- **ONE-TIME DEDUCTIBLE GUARANTEE** - Once a part or component is repaired or replaced pursuant to this CONTRACT, any DEDUCTIBLE amount for future repairs or replacement of that part or component will be waived during the Contract Term.
- **DIMINISHING DEDUCTIBLE (if applicable)** – If YOU choose this option, YOUR DEDUCTIBLE will be reduced for MECHANICAL BREAKDOWN or FAILURES that are repaired by the SELLER or the SELLER GROUP. If the MECHANICAL BREAKDOWN or FAILURE is not repaired by the SELLER or the SELLER GROUP, YOU will pay the full DEDUCTIBLE amount as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1.
 - For example: If "\$250 Diminishing \$100" is listed under Deductible Per Visit in the VEHICLE & CONTRACT INFORMATION section on page 1, YOU will pay a \$100 DEDUCTIBLE for covered repairs that are completed by the SELLER or the SELLER GROUP and a \$250 DEDUCTIBLE for covered repairs that are not completed by the SELLER or the SELLER GROUP.

G. CONTRACT TERM

- **MAX MILES:** When the "Max Miles" box is checked in the VEHICLE & CONTRACT INFORMATION section on page 1, the Contract Term Months and Miles shall begin on the CONTRACT PURCHASE DATE and at zero miles on the odometer. Coverage shall expire upon the earlier to occur of the following:
 - i. The Contract Expiration Date, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1, at which time the length of time (Months) of the Contract Term has been reached;
 - ii. The total mileage on the VEHICLE is equal to the Contract Expiration Mileage, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1; or
 - iii. The aggregate coverage limit set forth in section D. "COVERAGE LIMITS" has been reached.
- **ADD-ON MILES:** When the "Add-On Miles" box is checked in the VEHICLE & CONTRACT INFORMATION section on page 1, the Contract Term Months and Miles shall begin on the CONTRACT PURCHASE DATE and at the Odometer Mileage, as set forth herein. Coverage shall expire upon the earlier to occur of the following:
 - i. The Contract Expiration Date, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1, at which time the length of time (Months) of the Contract Term has been reached;
 - ii. The total mileage on the VEHICLE is equal to the Contract Expiration Mileage, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1, which shall equal the sum of the Contract Term Miles plus the Odometer Mileage; or
 - iii. The aggregate coverage limit set forth in section D. "COVERAGE LIMITS" has been reached.
- **MANUFACTURER CERTIFIED WRAP:** When the "Manufacturer Certified Wrap" box is checked in the VEHICLE & CONTRACT INFORMATION section on page 1, the Contract Term Months and Miles shall begin on the IN-SERVICE DATE and at zero miles on the odometer. Coverage shall expire upon the earlier to occur of the following:
 - i. The Contract Expiration Date, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1, at which time the length of time (Months) of the Contract Term has been reached;
 - ii. The total mileage on the VEHICLE is equal to the Contract Expiration Mileage, as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1; or

TERMS AND CONDITIONS (CONTINUED)

- iii. The aggregate coverage limit set forth in section D. "COVERAGE LIMITS" has been reached.

H. TRANSFER OF THIS CONTRACT

1. In order to transfer this CONTRACT, YOU must contact the ADMINISTRATOR within 30 days of the change of VEHICLE ownership and submit the following:
 - a. A written request that this CONTRACT be transferred to the TRANSFEREE;
 - b. \$50 transfer fee;
 - c. A copy of this CONTRACT, if requested;
 - d. Written evidence verifying that all maintenance requirements have been met;
 - e. A copy of documentation evidencing change of ownership and mileage at date of the VEHICLE sale or transfer; and
 - f. Photocopies of documents sent to the manufacturer verifying transference of any factory warranties, if applicable.
2. Requirements and Limitations
 - a. This CONTRACT cannot be transferred to another vehicle. It can only be transferred to a TRANSFEREE.
 - b. The VEHICLE is subject to inspection by the ADMINISTRATOR upon transfer.
 - c. Transfer must take place within 30 days of the change of VEHICLE ownership.
 - d. YOU are prohibited from transferring this CONTRACT to a vehicle dealer.
 - e. Remaining underlying warranties, if applicable, must be transferred to the TRANSFEREE.
 - f. Certain coverage benefits pursuant to this CONTRACT may have already been used (see section D. "COVERAGE LIMITS").

I. OPTION TO PURCHASE SUBSEQUENT CONTRACT

This CONTRACT is non-renewable and shall expire as set forth in section G. "CONTRACT TERM" and the VEHICLE & CONTRACT INFORMATION section on page 1. However, YOU may purchase another vehicle service contract for YOUR VEHICLE prior to the expiration of this CONTRACT, subject to the following:

1. YOUR VEHICLE will be eligible for whichever term it qualified for under OUR then current underwriting guidelines;
2. A new vehicle service contract is requested in writing by YOU to the ADMINISTRATOR at least 15 days and 1,000 miles prior to the expiration of this CONTRACT. See section G. "CONTRACT TERM" and the VEHICLE & CONTRACT INFORMATION section on page 1 to determine when this CONTRACT will expire.
3. YOU must provide verifiable service records indicating that all maintenance requirements pursuant to this CONTRACT have been performed.
4. YOUR VEHICLE is made available for inspection, if requested by US or by the ADMINISTRATOR.

J. CANCELLATION OF YOUR CONTRACT

1. CANCELLATION

- a. This CONTRACT may be cancelled at any time and for any reason by YOU or US.
- b. YOU may cancel this CONTRACT by notifying the SELLER or the ADMINISTRATOR in writing and by submitting the following documents and information:
 - i. A copy of this CONTRACT;
 - ii. Verification of mileage at the time of the request; and
 - iii. If REPOSSESSED - supply a copy of the repossession papers;
 - iv. If TOTALED - supply a copy of the automobile liability insurance company's verification of loss; or
 - v. If LIEN HAS BEEN PAID - supply discharge of lien from Lienholder.
- c. If YOUR VEHICLE and this CONTRACT have been financed, the Lienholder set forth on page 1 may cancel this CONTRACT for default of the loan agreement. In the case of a repossession or total loss during the Contract Term, the Lienholder may have the right to cancel this CONTRACT effective the date YOUR VEHICLE was repossessed or totaled. In such event, notification within 90 days of the repossession or total loss and submission of documents to the ADMINISTRATOR is required.

See section P. "STATE-SPECIFIC CANCELLATION PROVISIONS" for supplementary state-specific cancellation language.

2. Refunds

- a. If YOU cancel this CONTRACT within 30 days of the CONTRACT PURCHASE DATE, this CONTRACT is void and YOU will receive a full refund of the Total Contract Purchase Price, provided no claim has been authorized or paid.
- b. If YOU cancel this CONTRACT after 30 days from the CONTRACT PURCHASE DATE, or if a claim has been authorized or paid, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the Contract Term less a \$50 cancellation fee.

In the event YOU no longer own the VEHICLE and provide documentation to the ADMINISTRATOR within 60 days of the ownership change, YOUR CONTRACT will be cancelled effective the date YOU no longer owned the VEHICLE. In the event the Total Contract Purchase Price is part of a retail sales contract, the Lienholder set forth on page 1 may be named on the refund check when permitted by law (unless the cancellation is accompanied by a discharge of lien).

- c. If this CONTRACT is cancelled by the Lienholder, refunds shall be calculated in the same manner as a refund to the CUSTOMER, as set forth in this section.
- d. If this CONTRACT is cancelled by US, YOU will receive a full refund of the Total Contract Purchase Price.
- e. Any cancellation refund due under this CONTRACT shall be calculated using the date the SELLER or the ADMINISTRATOR receives a cancellation request from YOU or YOUR authorized representative.

See section P. "STATE-SPECIFIC CANCELLATION PROVISIONS" for supplementary state-specific cancellation language.

K. SUBROGATION

YOU are entitled to complete reimbursement for YOUR loss before WE are entitled to subrogation proceeds. YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to the ADMINISTRATOR instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to same by YOU, up to the total amount paid by US under this CONTRACT, except that YOU must be made whole before WE may retain any amounts WE have recovered.

L. TERRITORY AND GOVERNING LAW

1. This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE, loss, or damage occurring within the United States of America and Canada.
2. Offer, acceptance, administration, and all other matters relevant to the terms of this CONTRACT are understood to be in accordance with the laws and regulations of the State in which it is purchased. When the provisions of this CONTRACT are in conflict with applicable laws of the State in which it is purchased, the provisions are amended to conform to such laws.

M. INSURANCE

OUR obligations to YOU under this CONTRACT are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596. In the event WE fail to pay or provide service on any covered claim within 60 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. Any person who knowingly files a statement of claim or application containing false, incomplete, or misleading information with intent to injure, defraud or deceive any insurer, will be prosecuted to the full extent of the law.

N. ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION.

1. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.
2. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties.
3. YOU agree and hereby expressly waive any right YOU may have to litigate in small claims court, state, county or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this Class Action Waiver prohibiting YOU from participating in or filing a class-action in any court shall be determined exclusively by a court.

TERMS AND CONDITIONS (CONTINUED)

4. The arbitration shall be administered by JAMS, The Resolution Experts' ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. YOU have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that YOU live in, the closest AAA or JAMS location to YOUR residence or another mutually-agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at www.jamsadr.com or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.
5. If YOU initiate arbitration with AAA, YOU must pay any AAA filing fee and/or arbitrator's fee in effect at the time YOU initiate arbitration. If YOU initiate arbitration with JAMS, YOU must pay YOUR arbitration fees up to a maximum of \$250. WE will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services. If WE initiate arbitration against YOU, WE will pay YOUR filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.
6. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.
8. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this CONTRACT, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by YOU as a representative of others, a private attorney general or a member of a class. The Parties collectively and YOU, individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.
9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding YOUR waiver of class-action rights (Paragraph 3) or the Parties' acknowledgement not to consent to class arbitration (Paragraph 8) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.
10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this CONTRACT or any prior agreement, this Arbitration Provision governs, except for the provisions set forth in section O. "STATE-SPECIFIC CONTRACT PROVISIONS," which shall replace any conflicting provisions set forth in this Arbitration Provision.

O. STATE-SPECIFIC CONTRACT PROVISIONS

The following state-specific provisions are added to and become a part of YOUR CONTRACT and replace any applicable conflicting provisions set forth herein for each state set forth below. All other provisions of this CONTRACT that are not amended by the state-specific provisions in this section shall remain in full force and effect.

ALABAMA: The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

ALASKA: The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any covered claim within 30 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. In section N. "ARBITRATION PROVISION," the following shall be added after the last sentence of subsection 1: If there is a conflict between the state statutes and the rules of JAMS, AAA or the Federal Arbitration Act, arbitration under this CONTRACT will be governed by the Alaska Revised Uniform Arbitration Act (AS 09.43.300 - 09.43.595).

ARIZONA: All references to "Issuing Provider/Obligor" in this CONTRACT are deleted and replaced with "Issuing Provider/Obligor/Service Company." ISSUING PROVIDER/OBLIGOR/SERVICE COMPANY: Warranty Support Services LLC. This CONTRACT shall not exclude parts or components repaired or replaced pursuant to this CONTRACT. Under section N. "ARBITRATION PROVISION," the second sentence of the first paragraph is revised as follows: **IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND**

YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM SUBJECT TO THE PROVISIONS AND EXCEPTIONS SET FORTH HEREIN. In section N. "ARBITRATION PROVISION," all references to "binding arbitration," other than the second sentence of the first paragraph, are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim." In section N. "ARBITRATION PROVISION," the following shall be added as subsection 10: Notwithstanding this agreement to arbitrate, **YOU** have a right to file a complaint with the Department of Insurance and Financial Institutions by calling 602-364-2499 or by submitting a complaint at <https://difi.az.gov>.

ARKANSAS: Claim payments shall not be reduced due to depreciation of parts.

COLORADO: American Bankers Insurance Company of Florida policy# SFM-5911-CO-1.

CONNECTICUT: If the Contract Term as set forth in the VEHICLE & CONTRACT INFORMATION section on page 1 is for less than 1 year, YOUR CONTRACT shall be automatically extended while YOUR VEHICLE is in the custody of the repair shop for authorized repairs being conducted pursuant to this CONTRACT. All parties to this CONTRACT shall make reasonable efforts to resolve disputes over the terms of this CONTRACT. In the event that the parties cannot reach agreement, YOU have the right to file a written complaint with the Consumer Affairs Division of the Insurance Department. The written complaint must contain a description of the dispute, the Vehicle Purchase Price, the cost of repair of the VEHICLE, and a copy of this CONTRACT. The written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs.

FLORIDA: ISSUING PROVIDER/OBLIGOR/ADMINISTRATOR: Automobile Protection Corporation - APCO - Florida License #60080. **The rate charged for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation. ADMINISTRATOR** definition is deleted and replaced by the following: SERVICE AGREEMENT COMPANY: means AUTOMOBILE PROTECTION CORPORATION - APCO, license #60080. Every reference to ADMINISTRATOR set forth herein is replaced by SERVICE AGREEMENT COMPANY. WE, US, OUR: means the SERVICE AGREEMENT COMPANY. In section "H. TRANSFER OF THIS CONTRACT," all references to a "\$50 transfer fee" shall be deleted and replaced with a "\$40 transfer fee." In section N. "ARBITRATION PROVISION," all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim."

GEORGIA: In section C. "WHAT IS NOT COVERED," subsection 1. shall be revised as follows: **m. Where it is determined that, for more than 1 month or 1,000 miles, the odometer has been inaccurate, inoperative, or altered so that the VEHICLE'S true mileage cannot be verified while the VEHICLE has been owned by YOU; r. Arising out of the FAILURE of an otherwise covered part or component where that FAILURE has been determined by the ADMINISTRATOR to be affected by modifications and/or alterations to the VEHICLE made by YOU or with YOUR knowledge, including but not limited to: over or undersized tires or rims; exhaust, intake, ignition, fuel, suspension, or steering system modifications; disconnection of any emission control device; aftermarket electrical modifications to any system; etc.; v. Of a covered part or component that is damaged by or as a result of varnish, fuel or lubricant contamination, rust, corrosion, water ingress, moisture, or condensation, regardless of cause.** The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay any claim or to provide a required refund within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. Section N. "ARBITRATION PROVISION" shall be deleted in its entirety.

IDAHO: Coverage afforded under this CONTRACT is not guaranteed by the Idaho Insurance Guaranty Association. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

ILLINOIS: This CONTRACT does not provide coverage for wear and tear. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any covered claim or to provide a required refund within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

INDIANA: This CONTRACT is not insurance and is not subject to Indiana insurance law. In section C. "WHAT IS NOT COVERED," subsection 1. shall be revised as follows: **o. That is known by YOU and is reasonably determined by the ADMINISTRATOR to have occurred prior to the CONTRACT PURCHASE DATE or which is reported after this CONTRACT has expired.** The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to perform, make payment due, or to provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. Proof of YOUR payment for this CONTRACT

TERMS AND CONDITIONS (CONTINUED)

constitutes proof of payment to American Bankers Insurance Company of Florida. In section N. "ARBITRATION PROVISION," all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim."

IOWA: For problems or questions related to this CONTRACT, YOU may contact the Insurance Commissioner, Doug Ommen, at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim or to provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

LOUISIANA: This CONTRACT is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this CONTRACT may be directed to the Attorney General of Louisiana.

MAINE: The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim or to provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

MARYLAND: If YOUR CONTRACT expires, per the Contract Term set forth in the VEHICLE & CONTRACT INFORMATION section on page 1 after a covered claim has been filed but before the authorized repairs have been completed, YOUR CONTRACT will not expire but shall be automatically extended until all outstanding covered claims are settled and repairs completed in accordance with the terms of this CONTRACT. The first sentence of the definition of MECHANICAL BREAKDOWN, FAILURE shall be revised as follows: means the inability of any covered part or component of YOUR VEHICLE to perform the function for which it was designed due to defects in material, defects in workmanship, or normal wear and tear. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay any claim or to provide a required refund or consideration due within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. The repair of a malfunction or defect covered pursuant to this CONTRACT shall also include the cost of teardown and diagnosing of the malfunction or defect.

MISSISSIPPI: Section N. "ARBITRATION PROVISION" shall be deleted in its entirety.

MISSOURI: A fully executed copy of this CONTRACT shall be delivered, either by mailing or actual delivery, to YOU no more than 45 days from the CONTRACT PURCHASE DATE. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim or to provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. In section N. "ARBITRATION PROVISION," all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim."

NEBRASKA: THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Section N. "ARBITRATION PROVISION" is revised as follows: PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. PROVIDED THE PARTIES VOLUNTARILY AND WILLFULLY ENTER INTO THIS ARBITRATION PROVISION, ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THE ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION. 1. Arbitration is a method of resolving any existing claim, dispute or controversy without filing a lawsuit. Provided the Parties voluntarily and willfully enter into this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any existing claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. 2. The Parties agree to resolve existing claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retain the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this CONTRACT, YOU acknowledge YOUR understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties.

NEVADA: If YOU are not satisfied with the manner in which WE or the ADMINISTRATOR are handling a claim pursuant to YOUR CONTRACT, YOU may contact the Nevada Insurance Commissioner toll-free at (888) 872-3234. In section C. "WHAT IS NOT COVERED," subsection 1.f. shall

be deleted in its entirety and subsection 1.g. shall be revised as follows: **g. Of a part which is covered by a warranty, repairer's guaranty, other service contract, or insurance policy. This CONTRACT shall, subject to any limitations or exclusions contained herein, cover any damage that exceeds the coverage limits of such warranty, repairer's guarantee, other service contract, or insurance policy.** In section H. "TRANSFER OF THIS CONTRACT," all references to a "\$50 transfer fee" shall be deleted and replaced with a "\$25 transfer fee."

NEW HAMPSHIRE: For questions or complaints regarding YOUR CONTRACT or claim, YOU may call the ADMINISTRATOR at (844) 296-6788. In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord New Hampshire 03301, (603) 271-2261 or requests@ins.nh.gov. The following shall be added to section N. "ARBITRATION PROVISION:" THIS ARBITRATION PROVISION IS SUBJECT TO NEW HAMPSHIRE'S REVISED STATUTES ANNOTATED SECTION 542. In section N. "ARBITRATION PROVISION," all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim."

NEW MEXICO: The first paragraph of section M. "INSURANCE" is deleted in its entirety and replaced by the following: This CONTRACT is insured by American Bankers Insurance Company of Florida. If WE fail to pay YOU or otherwise provide YOU with the covered service within 60 days of YOUR submission of a valid claim, YOU may submit YOUR claim to American Bankers Insurance Company of Florida at (866) 306-6694, 11222 Quail Roost Drive, Miami, FL 33157-6596. If YOU have any concerns regarding the handling of YOUR claim, YOU may contact the Office of Superintendent of Insurance at 855-427-5674.

NEW YORK: ISSUING PROVIDER/OBLIGOR: APCO Services LLC • P.O. Box 88230, Atlanta, GA 30356-8230 • (844) 296-6788. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

OHIO: This CONTRACT is not insurance and is not subject to the insurance laws of the State of Ohio. This CONTRACT may provide a duplication of coverage already provided by YOUR automobile physical damage insurance policy. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any covered claim or to provide a refund as required pursuant to this CONTRACT within 60 days after proof of loss or a request for cancellation has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

OKLAHOMA: ISSUING PROVIDER/OBLIGOR: Warranty Support Services LLC – Oklahoma provider license #44198031. This is not an insurance contract. Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. Roadside Assistance services are provided by and/or through SafeRide Motor Club, Inc., 14135 Midway Rd., Suite 150, Addison, Texas 75001.

OREGON: Section N. "ARBITRATION PROVISION" shall be deleted in its entirety.

SOUTH CAROLINA: In the event of a dispute with US, YOU may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by calling (800) 768-3467.

TEXAS: ISSUING PROVIDER/OBLIGOR/ADMINISTRATOR: Automobile Protection Corporation – APCO – Texas service contract provider license #123 and Texas service contract administrator license # 107. If YOU have any unresolved complaints or concerns regarding the handling of YOUR claim, US or the ADMINISTRATOR, or if YOU have any questions concerning the regulation of service contract providers and administrators in Texas, YOU may contact the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800) 803-9202 [in-state only]. This CONTRACT may not be offered by a dealer who requires a loan for the purchase of a vehicle to be financed exclusively with such dealer. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to provide a covered service within 60 days after proof of loss has been filed, we fail to provide a required refund within 45 days after a request for cancellation has been submitted, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694.

UTAH: This CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded pursuant to this CONTRACT is not guaranteed by the Property and Casualty Guaranty Association. The terms under which the Total Contract Purchase Price may be paid are as follows: (1) may be included in the total sale price financing; (2) if the VEHICLE was purchased prior to the CONTRACT PURCHASE DATE, payment may be paid-in-full by cash or credit; or (3) payment may be paid by contracting with a recommended payment plan company that will handle the monthly collections. Terms will vary per customer. The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any claim within 60 days after proof of loss has been filed, or WE cease to do business or go bankrupt, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. The following changes shall apply to section N. "ARBITRATION PROVISION:" (1) all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all

TERMS AND CONDITIONS (CONTINUED)

Parties mutually agree at the time of the dispute or claim;" (2) the following will be added after the second sentence of the first paragraph: ANY MATTER IN DISPUTE BETWEEN THE PARTIES MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF JAMS OR AAA, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON ALL PARTIES. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION; (3) the last sentence in subsection 2. is deleted in its entirety and replaced with the following: "By signing this CONTRACT, YOU acknowledge and agree that all Parties hereunder are waiving their right to go to court, except for small claims court, to resolve any Claims arising under this CONTRACT between or among the Parties pursuant to the following procedure: (a) YOU must initiate arbitration within 36 months after a claim denial or upon notification of any dispute; and (b) For all other controversies, YOU must first notify the ADMINISTRATOR in writing of YOUR intent to initiate a consumer arbitration and must initiate the consumer arbitration within 36 months after receiving written notice from the ADMINISTRATOR that YOUR Claim cannot be resolved; (4) subsections 3. and 8. are deleted in their entirety; and (5) subsection 9. is revised as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable.

VIRGINIA: If any promise made in this CONTRACT has been denied or has not been honored within 60 days after YOUR request, YOU may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contractproviders.shtml to file a complaint.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In section C. "WHAT IS NOT COVERED," subsection 1. shall be revised as follows: **o. Due to any pre-existing condition(s) or that is reasonably determined by the ADMINISTRATOR to have occurred prior to the CONTRACT PURCHASE DATE or that occurs after the Contract Expiration Date.** The second sentence of section M. "INSURANCE" is revised as follows: In the event WE fail to pay or provide service on any covered claim within 60 days after proof of loss has been filed, or WE cease to do business, go bankrupt or are otherwise financially impaired, YOU may make a direct claim to the insurer by calling the following number (866) 306-6694. In section N. "ARBITRATION PROVISION:" (1) all references to "binding arbitration" are deleted and replaced with "binding arbitration, provided all Parties mutually agree at the time of the dispute or claim." (2) subsections 3. and 8. are deleted in their entirety; and (3) subsection 9. is revised as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable.

WYOMING: The following changes shall apply to section N. "ARBITRATION PROVISION:" (1) the second sentence of the first paragraph is revised as follows: **IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THE ADMINISTRATOR, OR BOTH, WILL BE RESOLVED THROUGH BINDING ARBITRATION, PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM;** (2) The last 3 sentences of subsection 1. are revised as follows: In this Arbitration Provision, YOU, WE and the ADMINISTRATOR (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration, provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of the Parties mutual agreement to binding arbitration. The Parties agree and acknowledge that YOUR purchase of this CONTRACT affects interstate commerce and the Wyoming Arbitration Act ("Act") applies to this Arbitration Provision; (3) the first 2 sentences of subsection 2. are revised as follows: The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this CONTRACT by binding arbitration, including but not limited to Claims related to the sale of this CONTRACT and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, provided all Parties mutually agree at the time of the dispute or Claim. In addition, the Parties mutually agree that the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision;" (4) Subsections 3 and 8 are deleted in their entirety; (5) in subsection 5, the term "must" shall be replaced with "agree to" in the first 2 sentences; (6) in subsection 6., every reference to the term "Federal Arbitration Act" is replaced by "Wyoming Arbitration Act;" (7) subsection 9. is revised as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable.

P. STATE-SPECIFIC CANCELLATION PROVISIONS

The following state-specific cancellation provisions are added to and become a part of YOUR CONTRACT and replace any applicable conflicting provisions of section J. "CANCELLATION OF YOUR CONTRACT" for each state set forth below. All other provisions of section J. not amended by the state-specific provisions in this section shall remain in full force and effect.

ALABAMA: A 10% penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR.

All references to a "\$50 cancellation fee" shall be deleted and replaced with a "\$25 cancellation fee." Any refund due to YOU may be credited to any outstanding balance of YOUR account, and the excess, if any, shall be refunded to YOU. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is: (i) YOUR failure to pay for this CONTRACT; or (ii) a material misrepresentation by YOU to US related to the VEHICLE or its use.

ALASKA: All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 7.5% of the unearned portion of the Total Contract Purchase Price or \$50, whichever is less." WE may only cancel this CONTRACT for: (i) YOUR failure to pay for this CONTRACT; (ii) YOUR conviction for a crime where one of its necessary elements was an act that increases the hazards covered by this CONTRACT; (iii) discovery of fraud or material misrepresentation made by YOU in obtaining this CONTRACT or when making a claim; (iv) discovery of a grossly negligent act or omission by YOU that substantially increases the hazards covered by this CONTRACT; (v) physical changes in the VEHICLE that result in the VEHICLE becoming ineligible for coverage under this CONTRACT; or (vi) a substantial breach of duties by YOU pursuant to this CONTRACT related to the VEHICLE. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is: (i) YOUR failure to pay for this CONTRACT; or (ii) fraud or a material misrepresentation by YOU in obtaining this CONTRACT or in pursuing a claim. If this CONTRACT is cancelled, any refund owed shall be paid or credited to YOUR account within 45 days, or a penalty in the amount of 10% of that portion of the Total Contract Purchase Price required to be refunded pursuant to this CONTRACT shall be added to the refund for each month it remains unpaid.

ARIZONA: All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the gross amount paid for this CONTRACT or \$50, whichever is less." Any cancellation fee assessed may not exceed the total amount of the refund due to YOU. This CONTRACT may not be cancelled or voided due to acts or omissions of US or OUR assignees or subcontractors for failure to provide correct information or for failure to perform services or repairs in a timely, competent and workmanlike manner. WE may only cancel this CONTRACT for: (i) fraud or material misrepresentation by YOU; or (ii) YOUR failure to pay for this CONTRACT. This CONTRACT may not be cancelled or voided by US due to misrepresentation by either US or the SELLER.

CONNECTICUT: This CONTRACT may be cancelled at any time by YOU, including if the VEHICLE is returned, sold, lost, stolen, or destroyed.

DISTRICT OF COLUMBIA: A 10% penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less." If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU pursuant to this CONTRACT related to the VEHICLE or its use.

FLORIDA: If YOU cancel this CONTRACT within 60 days of the CONTRACT PURCHASE DATE, this CONTRACT is void and YOU will receive a full refund of the Total Contract Purchase Price. If YOU cancel this CONTRACT after 60 days from the CONTRACT PURCHASE DATE, YOU will receive a pro rata refund based on the greater of days in force or the miles driven related to the Contract Term less a cancellation fee equal to 10% of the unearned pro rata Total Contract Purchase Price or \$50, whichever is less. WE may only cancel this CONTRACT for (i) fraud or material misrepresentation by YOU at the time of the sale of this CONTRACT; (ii) YOU have failed to maintain the VEHICLE as prescribed by the manufacturer; (iii) the odometer has been tampered with or disabled and YOU have failed to repair the odometer; or (iv) for YOUR failure to pay for this CONTRACT, in which case WE shall provide YOU with a notice of cancellation by certified mail.

GEORGIA: IF YOUR VEHICLE and this CONTRACT have been financed, the Lienholder set forth on page 1 of this CONTRACT may only cancel this CONTRACT for default of the loan agreement if the VEHICLE is repossessed, stolen, or is a total loss, unless the Lienholder holds a power of attorney. A 10% penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. In subsection 2.a., the following shall be deleted in its entirety: "provided no claim has been authorized or paid." In the first sentence of subsection 2.b., the following shall be deleted in its entirety: "or if a claim has been authorized or paid." All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the unearned pro rata Total Contract Purchase Price or \$50, whichever is less." WE may only cancel this CONTRACT for: (i) fraud; (ii) a material misrepresentation by YOU; or (iii) YOUR failure to pay for this CONTRACT. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 30 days prior to the date of cancellation.

TERMS AND CONDITIONS (CONTINUED)

HAWAII: A 10% penalty per month shall be added to a FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for such cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU pursuant to this CONTRACT related to the VEHICLE or its use.

ILLINOIS: All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less."

IOWA: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid within 30 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less." If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOU at least 15 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US or the ADMINISTRATOR; or (iii) a substantial breach of duties by YOU pursuant to this CONTRACT related to the VEHICLE or its use.

LOUISIANA: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU pursuant to this CONTRACT related to the VEHICLE or its use.

MAINE: A FLAT CANCELLATION refund shall include any sales tax refund required pursuant to state law. A monthly penalty equal to 10% of the Total Contract Purchase Price shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less." If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 15 days prior to the date of cancellation.

MARYLAND: A 10% penalty per month, based upon the Total Contract Purchase Price, shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR.

MINNESOTA: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use; a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation. If this CONTRACT is cancelled by US for any other reason, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 15 days prior to the date of cancellation.

MISSISSIPPI: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the gross amount paid for this CONTRACT or \$50, whichever is less." All references to "a pro rata refund based on the greater of days in force or the miles driven related to the Contract Term" shall be deleted and replaced with "a pro rata refund based on the days in force related to the Contract Term." WE may only cancel this CONTRACT for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use.

MISSOURI: A 10% penalty of the amount outstanding per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. In the first sentence of subsection 2.a. of section J. "CANCELLATION OF YOUR CONTRACT," the following shall be deleted in its entirety: "provided no claim has been authorized or paid." In the first sentence of subsection 2.b. of section J. "CANCELLATION OF YOUR CONTRACT," the following shall be deleted in its entirety: "or if a claim has been authorized or paid." WE shall mail a written notice to YOU within 45 days of the date this CONTRACT is cancelled.

MONTANA: If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for cancellation is: (i)

YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use.

NEVADA: YOU have the right to return this CONTRACT for a full refund pursuant to NV Rev Stat §690C.250 and the terms of this CONTRACT. A 10% penalty, based upon the Total Contract Purchase Price, shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "\$25 cancellation fee." WE may cancel this CONTRACT prior to the 70th day following the CONTRACT PURCHASE DATE for any reason. However, WE may cancel this CONTRACT at any time during the Contract Term if the reason for cancellation is: (i) YOUR failure to pay for this CONTRACT; (ii) YOUR conviction for a crime that results in an increase in the service required pursuant to this CONTRACT; (iii) the discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT or in filing a claim for service thereunder; (iv) the 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 pursuant to this CONTRACT; or (v) a material change in the nature or extent of the required service or repair that occurs after the CONTRACT PURCHASE DATE and that causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this CONTRACT was issued or sold. If this CONTRACT is cancelled by US, such cancellation shall not become effective until at least 15 days after a written notice of cancellation is mailed to YOU. If the Total Contract Purchase Price was financed and YOU have not yet paid the loan in full, any refund owed to YOU pursuant to this CONTRACT may be provided to the lender. The amount of such refund sent to the lender shall not exceed YOUR outstanding balance on the loan.

NEW JERSEY: A 10% penalty per month, based upon the Total Contract Purchase Price, shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be delivered to YOUR last known address at least 5 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation or omission; or (iii) a substantial breach of contractual obligations related to the VEHICLE or its use.

NEW MEXICO: YOU have the right to return this CONTRACT for a refund pursuant to NM Stat §59A-58-9 and the terms of this CONTRACT. A 10% penalty, based upon the Total Contract Purchase Price, shall be added to any FLAT CANCELLATION refund that is not paid or credited within 60 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR for each 30-day period, or portion thereof, that the refund and any accrued penalties remain unpaid. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less." WE may cancel this CONTRACT prior to the 70th day following the CONTRACT PURCHASE DATE for any reason. However, WE may cancel this CONTRACT at any time during the Contract Term if the reason for cancellation is: (i) YOUR failure to pay for this contract; (ii) YOUR conviction for a crime that results in an increase in the service required pursuant to this CONTRACT; (iii) the discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT or in filing a claim for service thereunder; or (iv) the discovery of an act or omission by YOU or a violation by YOU of any condition of this CONTRACT that occurred after the effective date of this CONTRACT and that substantially and materially increases the service required pursuant to this CONTRACT. If this CONTRACT is cancelled by US, such cancellation shall not become effective until at least 15 days after a written notice of cancellation is mailed to YOU.

NEW YORK: A 10% penalty per month will be added to any FLAT CANCELLATION refund that is not paid or credited within 30 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, will be mailed to YOUR last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use.

NORTH CAROLINA: WE may only cancel this CONTRACT for YOUR failure to pay for this CONTRACT. All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the refund amount or \$50, whichever is less."

OKLAHOMA: All references to a "\$50 cancellation fee" shall be deleted and replaced with a "cancellation fee equal to 10% of the unearned pro rata Total Contract Purchase Price or \$50, whichever is less."

SOUTH CAROLINA: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 15 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay

TERMS AND CONDITIONS (CONTINUED)

for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use.

TEXAS: The following provisions shall be deleted: “provided no claim has been authorized or paid” and “or if a claim has been authorized or paid.” A 10% penalty per month based on the amount outstanding will be added to any refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address before the 5th day preceding the effective date of the cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) fraud or a material misrepresentation by YOU to US or the ADMINISTRATOR; or (iii) a substantial breach of a duty by YOU related to the VEHICLE or its use.

UTAH: WE may cancel this CONTRACT prior to the 60th day following the CONTRACT PURCHASE DATE for any reason. However, WE may cancel this CONTRACT at any time during the Contract Term if the reason for cancellation is: (i) a material misrepresentation; (ii) a substantial change in the risk assumed, unless WE or the SELLER should reasonably have foreseen the change or contemplated the risk when entering into this CONTRACT; (iii) a substantial breach of contractual duties, conditions or warranties; or (iv) for YOUR failure to pay for this CONTRACT. If this CONTRACT is cancelled by US prior to the 60th day following the CONTRACT PURCHASE DATE, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be delivered or mailed to YOUR last known address by first-class mail, postage prepaid, at least 10 days prior to the date of cancellation. If this CONTRACT is cancelled by US on or after the 60th day following the CONTRACT PURCHASE DATE, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be delivered or mailed to YOU by first-class mail, postage prepaid, at least 30 days prior to the date of cancellation, unless the reason for cancellation is YOUR failure to pay for this CONTRACT. If this CONTRACT is cancelled by US for YOUR failure to pay for this CONTRACT, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be delivered or mailed to YOU by first-class mail, postage prepaid, at least 10 days prior to the date of cancellation.

WISCONSIN: A 10% penalty per month, based upon the outstanding refund amount, shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. All references to a “\$50 cancellation fee” shall be deleted and replaced with a “cancellation fee equal to 10% of the Total Contract Purchase Price or \$50, whichever is less.” In subsection 2.b. of section “J. CANCELLATION OF YOUR CONTRACT,” the following shall be added as the second sentence: “However, in the event of a total loss of the VEHICLE after 30 days, or if a claim has been authorized or paid, YOU may cancel this CONTRACT and receive a pro rata refund of the Total Contract Purchase Price based on the greater of days in force or the miles driven related to the Contract Term.” WE may only cancel this CONTRACT for: (i) material misrepresentation by YOU to US or the ADMINISTRATOR; (ii) YOUR failure to pay for this CONTRACT; or (iii) a substantial breach of duties by YOU relating to the VEHICLE or its use. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 5 days prior to the date of cancellation.

WYOMING: A 10% penalty per month shall be added to any FLAT CANCELLATION refund that is not paid or credited within 45 days of receipt of YOUR request for cancellation by the SELLER or the ADMINISTRATOR. If this CONTRACT is cancelled by US, a written notice of cancellation, which shall set forth the effective date and reason for cancellation, shall be mailed to YOUR last known address at least 10 days prior to the date of cancellation, unless the reason for cancellation is for: (i) YOUR failure to pay for this CONTRACT; (ii) a material misrepresentation by YOU to US; or (iii) a substantial breach of duties by YOU related to the VEHICLE or its use.

NO PAYMENT FOR REPAIRS WILL BE MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION E. "HOW TO MAKE A CLAIM."

CALL (844) 296-6788 FOR CUSTOMER SERVICE

ISSUING PROVIDER / OBLIGOR / ADMINISTRATOR: Automobile Protection Corporation – APCO • P.O. Box 88230, Atlanta, GA 30356-8230 • (844) 296-6788