Tire and Wheel Protection

Contract No.:	VIN:	
Purchaser: **Lienholder**:		**Seller**:
Year:	Make:	Model:
Contract Purchase Price:		**Contract Purchase Date**:
Vehicle Purchase Price:	**Vehicle** Sale Date:	**Vehicle** Sale Mileage:
Term Length:	☐ New Vehicle	☐ Pre-Owned Vehicle
Your coverage includes:		

Except for emergencies, You must contact the Us before performing any repairs (800) 325-7484, as no claims will be paid without prior authorization. In the event of an emergency, see Emergency Repair Status on page 2.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is MBPI Insurance Services (California Property and Casualty Broker-Agent License #6008385), at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is United Service Protection Corporation, (California Vehicle Service Contract Provider License #0D01816), P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785, email: csauto@assurant.com.

Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise is made in the Contract that has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 1-866-306-6694. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Website at www.insurance.ca.gov.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand, and agree to all Terms and Conditions within this Contract. This Contract contains the entire agreement between the parties with respect to the subject matter contained in this Contract and supersedes all prior agreements, understandings, and negotiations between the parties. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or any insurance policy, look first to Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or insurance policy for coverage.

This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE. The Contract may be paid in full or financed with the purchase of the Vehicle. Other payment options may be available.

You and the Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within thirty (30) days of the Contract Purchase Date and offered a revised Contract, if possible. If You do not choose to accept the revised Contract or the Vehicle does not qualify, the Contract Purchase Price will be refunded by the Obligor.

By Initialing here, You acknowledge that You have received a copy of the owner's manual and/or a copy of the manufacturer's published maintenance requirements for the Vehicle. _____

Signatures for Contract	For terms and conditions, visit our website at: https://mbpnetwork.com/z0e5do55n
Purchaser's Signature: _____ Date: _____ **Co-Purchaser's** Signature: _____ Date: _____ **Seller's** Authorized Representative: _____ Date: _____	

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Terms and Conditions

Subject to the Terms and Conditions of this Contract, itemized herein, provisions for payment will be made to repair or replace, at Cost for parts and labor, any of the items listed in this Contract as authorized by Us. The decision concerning the procedure to repair or replace the covered parts shall be made based on the Contract Terms and Conditions and standard service repair guidelines. Replacements will be made with parts of like kind and quality (including new, re-manufactured, exchanged, or serviceable used components or parts). We will provide authorization for covered repairs as soon as reasonably possible after such request for authorization is made, and within normal business hours. As a condition precedent to the obligations to provide payment for authorized repairs, You shall have complied with all Terms and Conditions of this Contract. This Contract is not renewable.

Definitions

Administrator: The entity identified on the first page that administers this **Contract** on **Our** behalf.

Aftermarket Tire: Tire(s) that do not meet the Original Equipment Manufacturer approved specifications for the **Vehicle**.

Aftermarket Wheel: Wheel(s) that do not meet the Original Equipment Manufacturer approved specifications for the **Vehicle**.

Alloy Wheel: Wheel(s) composed of an alloy of aluminum or magnesium, or a combination of both, with factory wheel brushed or painted surfaces.

Commercial Use: You use the Vehicle for commercial purposes, including but not limited to, You use the Vehicle: (a) to directly or indirectly generate income/revenue, outside of the normal commuting from home to work and back again; (b) to carry equipment, tools or incidental supplies to and from a location to conduct Your own business; (c) to provide rideshare services (Uber, Lyft, etc.), whether part time or full time; (d) to advertise a commercial enterprise with signage; or (e) for rental purposes, whether part time (i.e. Turo, etc.) or full time.

Cosmetic Damage: Minor scratches and scuffs to **Wheel** that do not affect the structural integrity of the **Wheel** and can be repaired through normal cosmetic repair procedures.

Cost: Reasonable and customary charges for parts and labor necessary to repair or replace the parts covered.

Insurer: This Contract is not an insurance policy. However, the Obligor's obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at P.O. Box 21647, St. Petersburg, FL 33742. Please call 1-866-306-6694 for instructions.

Obligor: The **Obligor** identified on the first page that is obligated to perform under this **Contract**.

OEM: The Original Equipment Manufacturer.

Pre-Existing Condition: A condition that, within all reasonable probability, existed in or on the **Vehicle** on or prior to the **Contract Purchase Date**.

Public Roadway: A paved or gravel roadway that is maintained by federal, state, or local authorities.

Repair Facility: Any licensed **Repair Facility** authorized by the **Us** to perform repair services under this **Contract**.

Replacement Tire/Wheel: **Tire(s)** or **Wheel(s)** installed on the **Vehicle** after the time of purchase of this **Contract** that are not **Aftermarket Tire** or **Aftermarket Wheel** as defined above.

Road Hazard: A condition on a **Public Roadway** which should not be present: e.g., potholes, nails, glass, or other road debris. **Road Hazards** found in construction zones or at construction sites are specifically excluded from this definition.

Road Hazard Damage: Visible damage that occurs when a **Tire/Wheel** fails as a result of a **Road Hazard** during the course of driving on a **Public Roadway**, or damage to a **Tire/Wheel** due to impact with a curb.

Seller: The entity identified as "**Seller**" on the first page of this **Contract**.

Term: The term is shown on the first page of this **Contract**. The term begins on the date **You** purchased **Your Contract** and expires as indicated on the first page of this **Contract**. It is the period in which coverage applies. **This Contract will automatically terminate when You sell Your Vehicle unless it is properly transferred or cancelled as described in this Contract. If no Term length is selected on the first page of this Contract, the Term length will be one year. There is no deductible under this Contract. This Contract is non-renewable.**

Tire/Wheel: Tire(s) and wheel(s) installed on this **Vehicle** which are not an **Aftermarket Tire** or an **Aftermarket Wheel** as defined herein.

Vehicle: The **Vehicle** identified by "**VIN**" on the first page of this **Contract**, regardless of whether or not the **Vehicle** has been previously owned, sold, or titled.

We, **Us**, and **Our**: The **Obligor** identified on the first page that is obligated to perform under this **Contract**.

You and **Your**: Means the "**Purchaser**" identified on the first page of this **Contract** and any assigned transferee.

Your Duties and Obligations

It is Your responsibility to retain and have available upon request all service records and receipts for proof of purchase for services and required materials. Your failure to submit verifiable receipts and other documentation of the service and maintenance will not automatically invalidate Your claim.

Trip Interruption

Should Your Vehicle become inoperable due to a mechanical failure covered by this Contract that occurs more than 100 miles from Your home and prior to Your destination, We will provide payment to reimburse You for actual expenses incurred up to $150.00 per day up to three (3) days, not to exceed $450.00 for meals and lodging. You must provide to Us valid lodging and meal receipts in order to be reimbursed.

Substitute Transportation

Should Your Vehicle become inoperable due to the mechanical failure of a covered part, upon authorization, We will provide payment to reimburse You for actual expenses incurred when renting a vehicle from a licensed car rental agency or actual expenses incurred when utilizing a licensed ride share provider. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of three (3) calendar days. The maximum expense allowance is $35.00 **per day, not to exceed** $105.00 **per visit. If due to parts unavailability, and the repair cannot be completed in three (3) calendar days, up to an additional three (3)**

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calendar days may be allowed at $35.00 **per day with a maximum additional benefit of** $105.00 **. We must be advised in advance of all such delays and additional authorization is required from Us. Delays caused by Repair Facility scheduling do not qualify for rental benefits.**

Commercial Use Option

This option must be selected at time of Contract purchase. If You elected the Commercial Use Option and the Commercial Use Option is indicated on the first page of this Contract under "Your coverage includes:", this Contract covers Commercial Use as indicated of Your Vehicle. However, see Exclusions from Coverage #9 for specific limitations in coverage and usages.

Exclusions from Coverage #9 is deleted and replaced with: Any Vehicle when used for: competitive driving or racing, police, fire or emergency services, principally off-road use, shuttle, taxi, limousine service, livery, vehicle transportation, or mail delivery.

Tire and Wheel Coverage

This Contract covers the following:

Tire Replacement: In the event that You experience Road Hazard Damage and the lowest tread depth of the damaged Tire is more than 2/32" of an inch and if the Tire cannot be safely repaired per Tire Industry Association or Rubber Manufacturers Association repair guidelines, We will pay the Cost of the Tire replacement subject to the Terms and Conditions, and limits in this Contract. Replacement coverage under this Contract is limited to the cost of OEM-specified tires. In the event non-OEM or aftermarket tires are selected, We will contribute an amount not to exceed the OEM cost of the OEM size tire or wheel toward such replacement, and You will be responsible for any excess cost.

Wheel Repair/Replacement: Wheel is eligible for replacement only if the damage from a Road Hazard prevents the Tire from forming an airtight seal, or cannot be balanced. We will pay the Cost to repair, or if not repairable to replace the Wheel subject to the Terms and Conditions, and limits in this Contract. Replacement coverage under this Contract is limited to the cost of OEM-specified wheels. In the event non-OEM or aftermarket wheels are selected, We will contribute an amount not to exceed the OEM cost of the OEM size tire or wheel toward such replacement, and You will be responsible for any excess cost.

Flat Tire Repair: If the Tire can be safely repaired, We will pay the Cost of the tire repair subject to the Terms and Conditions, and limits in this Contract. It is not necessary to contact **Us** before having a flat **Tire** repaired. **The maximum amount payable for flat Tire repair is the lesser of the local advertised retail charge or Thirty-five dollars ($35) per occurrence or Forty-five ($45) for run flat Tire repair. You are responsible for any amounts exceeding this per occurrence limit.**

Mounting and balancing: This **Contract** covers the reasonable cost of mounting, balancing, valve stems and disposal for any **Tire/Wheel** replaced under this **Contract**, **excluding wheel mounting hardware and shop supplies. When a Tire/Wheel assembly is damaged by a Road Hazard, mounting and balancing will only be covered once per Tire/Wheel assembly. Reasonable Cost for replacement tire mounting and balancing is the lesser of the local advertised retail charge or Thirty dollars ($30) per tire or Forty dollars ($40) per run flat tire.**

Alloy Wheel Cosmetic Repair: If You elected Optional Alloy Wheel Cosmetic Repair on the first page of this Contract, and You paid the additional expense for that option, We will repair minor Cosmetic Damage only to Alloy Wheels with a factory wheel brushed or painted surface. If the Cosmetic Damage to the Alloy Wheel cannot be repaired through normal cosmetic repair procedures, the Alloy Wheel will not be replaced. The sole authority for determination as to whether the Cosmetic Damage to the Alloy Wheel can be repaired belongs to Us and the technician. Due to aging and variance to the Alloy Wheel color and texture, it is not always possible to match colors or textures to the other Alloy Wheels. Therefore, an exact color or texture match is not guaranteed and We are not responsible for any expenses, damages, or liability in the event that the color or texture does not match.

Optional Driveline Match Coverage:

This option must be selected at the time of Contract purchase. If You elected the Driveline Match option and Driveline Match is indicated on the first page of this Contract under "Your coverage includes:", this Contract provides coverage for additional tire(s) or wheel(s) when required by the manufacturer, mechanic, or repair facility to maintain driveline integrity, safety, or performance. The determination of whether replacement is required, and the extent of such replacement, shall be made solely at Our discretion. Without this optional coverage, coverage is limited solely to the tire(s) or wheel(s) directly damaged by a covered Road Hazard.

In the event of a covered Tire Replacement or Wheel Replacement claim, certain vehicles require replacement of additional tires and/or wheels in order to maintain safe operation and compliance with manufacturer recommendations. For All-Wheel Drive (AWD) vehicles, replacement of all four (4) wheels and/or tires may be required when one (1) is damaged. For Four-Wheel Drive (4WD) vehicles, replacement of both tires on the same axle may be required when one (1) tire is damaged.

What to do in the event of a Claim

Your responsibilities

1. **Contact Us at (800) 325-7484 for prior authorization and a claim number before work is commenced, except as outlined in the Terms and Conditions of this Contract.**
2. **Use reasonable means to protect Your Tire/Wheel from further damage and follow the owner's manual, provided to You at purchase in order to prevent additional expenses, repairs, or complete denial of the claim. You will be responsible to pay any such additional expenses.**
3. **Furnish such information as may be required, including but not limited to digital pictures of damage, the Tire brand, Tire type, Tire size and Wheel type on the Vehicle at the time of the claim.**
4. **If the Vehicle cannot be returned to the Seller, take the Vehicle to the nearest franchise dealership or certified Repair Facility. If We are unable to obtain favorable conditions for the repair of covered failures at a particular Repair Facility, We reserve the right to prohibit the use of that facility for providing covered repairs. In any such case, at Your request, We will assist You to identify alternative repair facilities that will provide You with favorable conditions for the repair of any covered failure. Additionally, We will arrange to have the Vehicle transported to the alternative Repair Facility and will pay up to a maximum of eighty dollars ($80) per occurrence as described above under "Towing Service".**
5. **Provide the dealer/repair facility with this Contract and ensure that prior authorization is obtained from Us. We reserve the right to require an inspection of Your Vehicle within 3 days prior to repairs.**
6. **Submit to Us the signed repair or replacement invoice and other documentation required by Us. Documentation may be faxed to (816) 347-8224 or mailed to Us at: United Service Protection Corporation, c/o MBPI Insurance Services, 250 NE Mulberry St., Lee's Summit, MO 64086, fax to (816) 347-8224, or email to: claimpayments@mbpnetwork.com.**
7. **Retain for inspection any Tire/Wheel that requires repair or replacement until the claim has been settled.**

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8. **Pre-authorization is granted based on the information provided. If any documentation submitted does not substantiate the information provided during the authorization process, Your claim may be denied. The amount authorized by Us is the maximum amount that will be paid for repairs or replacement covered under this Contract. Any additional amounts must receive prior authorization from Us. All claim documentation must be received within thirty (30) days of repair/replacement to be eligible for payment.**

Emergency Repair Status

In the event of Road Hazard Damage requiring repairs outside **Our** normal business hours, **You** may elect to wait for authorization or proceed with a **Tire** or **Wheel** repair or replacement.

To maintain eligibility for Emergency Repair reimbursement:

1. **If replaced, the damaged Tire/Wheel must be retained, and ensure that You have the Repair Facility take clear pictures of the damage before the Tire/Wheel is replaced.**
2. **If the Tire/Wheel is repairable, ensure that You have the Repair Facility provide You with the bare rim run-out measurements/readings and take clear pictures of the damage before the Tire/Wheel is repaired.**
3. **You must contact Us within the next business day. You will be responsible for repair/replacement expense if it is determined that the repair/replacement is not eligible for coverage under this Contract. All claim documentation must be received within ninety (90) days of repair/replacement to be eligible for payment.**

Your Maintenance Requirements

For this Contract to remain in effect, You must perform the manufacturer's recommended maintenance, including but not limited to proper rotation, balancing and inflation pressures, at Your expense, in accordance with the manufacturer's published maintenance requirements. If You are unable to locate the Vehicle manufacturer's published maintenance requirements, You may obtain them from the local dealership representing Your Vehicle's manufacturer. You may have this maintenance performed by an independent licensed Repair Facility of Your choice that regularly performs such maintenance. You must save Your service and maintenance receipts and provide them to Us so that We can verify that the maintenance was performed. You must replace the Tire when the tread depth reaches 2/32" of an inch or less or if Tire shows evidence of dry rot or improper wear. Tire properly replaced in a manner compliant with the Vehicle or the tire manufacturer's guidelines are covered for the remaining Term of this Contract.

Exclusions from Coverage

This Contract does not provide coverage for:

1. **Any loss or expense resulting from the repair or replacement of a part not authorized by Us, or claims not filed within thirty (30) days of the date the damage occurs.**
2. **Repair or replacement of any item to correct conditions that existed prior to the Contract Purchase Date of this Contract. This exclusion applies only to the specific breakdown or item affected by the pre-existing condition. The presence of a pre-existing condition does not cancel, void, or otherwise limit the remainder of this Contract and coverage will continue to apply to all other covered breakdowns that occur during the Contract Term that are not related to the pre-existing condition.**
3. **Any covered event which does not occur during or is not reported to Us within the Term of Your Contract unless expiration of Contract falls on a holiday or weekend; then the next business day will be acceptable.**
4. **Any loss or expense caused by a failure to properly operate or care for the Vehicle (before or after a covered event occurs) including: negligence, damage, misuse, abuse, using the Vehicle for competitive driving, racing, or driving on off road trails.**
5. **Any damage caused by or occurring on roads not regularly maintained, or any damage covered by the entity or organization responsible for maintaining the roadway.**
7. **Any loss or expense resulting from consequential damage which is defined as damage created to a non-covered item by a covered item.**
8. **Any damage that occurs or repair that is made outside of the United States of America or Canada.**
9. **Any Vehicle when used for: competitive driving or racing, police, fire or emergency services or other public service, principally off-road use, snow removal, carriage of passengers for hire, Commercial Use, rental, delivery or hauling services, security services, oil field use, cable or line installation or removal, or any Vehicle used by multiple drivers.**
10. **Any damage resulting from the Vehicle's involvement in an accident or collision or upset.**
11. **Any damage resulting from missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury, or property damage arising or allegedly arising from a defect of a part. Contamination means unintended presence or introduction of contaminants.**
12. **Any loss or damage caused directly or indirectly by terrorism, including action in hindering, or defending against an actual or expected incident of terrorism; such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.**
13. **Repair or replacement of any item while covered by any manufacturer's warranty, or tire distributor's warranty, or recall, or repairer's guarantee, or by an insurance policy, which shall be responsible for such item whether collectible or not.**

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14. **Consequential damage (which is defined as damage created to a non-covered item by a covered item), incidental, secondary damages, unreasonable Costs that You may suffer as a result of the need to repair or replace a covered item, or personal expenses arising because Your Vehicle is not available for Your use, including but not limited to, loss of use of Vehicle or resulting inconvenience, loss of time, storage, freight charges, lodging, other travel cost, income, maintenance, or Costs that exceed the per occurrence limits stated in this Contract or from the breach of any implied warranties arising by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to You.**
15. **Tire/Wheel replacements or repairs made without Our prior authorization, except as stated under Emergency Claim Procedures, or claims not filed within the next business day of the date the damage occurs. Payment of any expenses incurred which are not covered under this Contract.**
16. **Repairs made by anyone other than a servicing facility licensed to perform repairs in the area where it does business and has a federal employer's identification number.**
17. **Failures to Tire/Wheel occurring when any part of the Tire tread that comes in contact with the road has a tread depth of 2/32" of an inch or less, or any damage that is caused by or occurs after a Tire/Wheel is no longer serviceable.**
18. **Cosmetic Damage to a Tire/Wheel unless the Alloy Wheel Cosmetic Repair option was selected; or any Tire/Wheel that is damaged as a result of: defects, wear and tear, dry rot, cracking or peeling, incidental or consequential damage, wheel alignment, improper Tire rotation, attaching hardware, wheel covers and "space saver" style spare tires.**
19. **Coverage applies only to alloy wheels with a factory brushed or painted surface. Wheels with chrome or chrome-clad finishes are excluded from coverage.**
20. **Replacement of Wheel where the cosmetic damage to the wheel is too great to be repaired, but a technician determines the Wheel is still sealing with the Tire.**
21. **Cracks in Wheel where there is no evidence of impact from a Road Hazard, or internal Tire structure damages where there is no evidence of impact from a Road Hazard.**
22. **Tire replacement due solely to road force balance machine readings where no evidence of impact is present.**
23. **Invoices presented for payment on Contract for which payment has not been received, or for services not performed, not authorized, or not as described at the time of prior authorization, except as stated under Emergency Claim Procedures.**
24. **Damage due to: misuse, abuse, negligence, improper application, valve stem corrosion, valve stem leakage or failure, tire sealants, brake lock up, wheel spinning, or torque snags.**
25. **Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with Vehicle components (e.g., fenders, exhaust, springs).**
26. **Tire/Wheel that has been repaired in a manner other than per industry approved methods, which include Tire Industry Association or Rubber Manufacturers Association repair guidelines.**
27. **Tire that has been retreaded, recapped, regrooved, remolded, or tubed.**
28. **Damage to used Tire that has been installed on the Vehicle after the Purchase date of this Contract or to Wheel if used Tire is mounted on the Wheel after the Purchase date of this Contract.**
29. **Any tire pressure monitoring system (tpms) warning lights/indicators, receivers/control units, antennas, transceivers, display units, monitors, or failures to tpms components due to improper removal or installation, blocked pressure ports, low battery power, mechanical or electrical failures, or damage to tpms sensor/transmitter assemblies.**
30. **Liability of non-intentional acts causing damage to property, injury to or death of any person arising from a defect of a part, or the operation, maintenance, or use of Your Vehicle whether or not related to Tire/Wheel damage.**
31. **Replacement coverage under this Agreement is limited to the cost of OEM-specified tires and wheels. In the event non-OEM or aftermarket tires or wheels are selected, We will contribute an amount not to exceed the OEM cost of the OEM size tire or wheel toward such replacement, and You will be responsible for any excess cost.**
32. **Wheel Replacement when the loss is due solely to cosmetic damage, including but not limited to scratches, scuffs, or other appearance-related defects.**
33. **This Agreement excludes coverage for Tire Replacement and/or Wheel Replacement when damage results from a vehicle-to-vehicle collision.**
34. **<u>If you selected the Driveline Match Option:</u> Replacement of additional tires beyond the tire damaged by the covered Road Hazard when, in Our sole discretion, such replacement is determined to be unnecessary under applicable OEM guidelines.**

<u>Other Items of Importance</u>

Limit of Liability

The total of all benefits paid or payable under this Contract shall not exceed the price You paid for the Vehicle (excluding taxes, license, and fees.) or the actual cash value of the Vehicle based upon the current Kelley Blue Book (retail value by residence ZIP) value of the Vehicle, immediately preceding the Mechanical Failure, whichever is less.

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Salvage

Upon the replacement of a covered part, at Our discretion We shall have all rights of ownership to the damaged covered part.

Refunds

If any representation has been made to You that You would receive a refund of the Contract purchase price if You made no claims during the Contract Term, such representation was made without the consent of Us or the Obligor and is not binding on Us or the Obligor. Neither We nor the Obligor offer a refund of the Contract price after the Contract Term has expired if no claims are made.

Our rights to recover funds paid on Your behalf

In the event that coverage is provided under this Contract, We shall be subrogated to all the rights You may have to recover against a person or organization arising out of a safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of an order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do what is reasonably necessary to secure such rights (and is without prejudice to Your own legal rights and privileges). You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Contract shall belong to, and be paid to Us, up to the amount of benefits paid under this Contract.

Fraud

We will investigate and prosecute any suspected fraudulent claims to the fullest extent of the law. We will cancel this Contract if it was secured by You via fraudulent or misrepresentative statements or actions. If any provision contained in the Contract is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions of this Contract.

Transfer Procedures

This Contract provides transfer benefits for You and the specified Vehicle only. The Contract is transferable one time, subject to a Fifty-dollar ($50) transfer fee, provided:

1. **The transfer is being made from You within thirty (30) days of the Vehicle's resale date to a subsequent private owner; it may not be transferred to a dealer or the customer of a dealer; and**
2. **You submit copies of: the first page of this Contract, the new registered title, and bill of sale which are required by Us to process the transfer request.**

Contact Us at (800) 325-7484 for instructions to receive this benefit. Submission must be completed within thirty (30) days of sale of the Vehicle. In the event the required documentation is postmarked after thirty (30) days of the sale of the Vehicle, then this Contract is deemed NON-TRANSFERABLE and a refund will be provided using the following methodology:

1. **If the sale of the Vehicle occurs within the first sixty (60) days and You have not filed a claim, You will receive a full refund of the Contract Purchase Price. If a claim has been filed, We will provide You with a pro rata refund based upon the amount of unused Contract Term remaining measured by time or miles, whichever results in the lesser term remaining.**
2. **If the sale of the Vehicle occurs after sixty (60) days or in the event You have filed a claim after (60) days, a service charge equal to the lesser of ten percent (10%) of the Contract Purchase Price or twenty-five ($25) dollars will be deducted from the refund.**
3. **In either case, any refund will be paid or credited within thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. Claims will not be deducted from the refund.**

Cancellation Procedures

1. **To initiate cancellation, You must contact the Seller, Administrator, or Obligor to complete and submit a written cancellation request.**
2. **In order to calculate any applicable refund, You must provide the Seller, Administrator, or Obligor with the cancellation documentation.**
3. **We will calculate the refund and issue a check to the Lienholder if the Contract Purchase Price was financed (if there is no lien in place, the check will be issued to You). If You are unable to contact the Seller, contact Us at (800) 325-7484 for assistance.**

We may cancel this Contract for any reason within the first sixty (60) days, and provide a full refund, unless We have paid or will pay a claim. We may also cancel this Contract at any time for non-payment, material misrepresentation or fraud by You. If We cancel Your Contract within the first sixty (60) days, We will mail written notice of cancellation to You before the 61st day, and provide the specific grounds for cancellation.

If We cancel Your Contract for non-payment, material misrepresentation or fraud, the written notice of cancellation to You will provide the specific grounds for cancellation and will state the specific nature of the fraud or material misrepresentation. The cancellation effective date will be no less than five (5) days after the postmark date of the notice, for purposes of calculating a refund, the cancellation date will be the date such fraud, material misrepresentation, or nonpayment is discovered by Us.

If We have paid a claim, or notified You in writing that We will pay a claim, or if We cancel after 60 days, any refund will be pro rata based upon the amount of unused Contract Term remaining measured by time or miles, whichever results in the lesser term remaining. Any refund will be paid or credited within thirty (30) days of the date of cancellation or sooner if required by state law. If We cancel this Contract, We remain liable for any claims reported to Us if the claim is reported prior to the effective date of cancellation and is covered by the Contract and You have deemed to have reported a claim if You have completed the first step required under the Contract.

You may cancel this Contract at any time, including when a loss of the Contract occurs, when You sell the Vehicle without transfer of this Contract, or in the event of repossession or total loss. If You cancel within the first sixty (60) days and You have not filed a claim, You will receive a full refund of the Contract Purchase Price. If a claim has been filed, We will provide You with a pro rata refund based upon the amount of unused Contract Term remaining measured by time. Additionally, if You cancel this Contract after sixty (60) days or in the event You have filed a claim after (60) days, a service charge equal to the lesser of ten percent (10%) of the Contract Purchase Price or twenty-five ($25) dollars will be deducted from the refund. In either case, any refund will be paid or credited within thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. Claims will not be deducted from the refund.

Conformity to Statute

Terms of this Contract which conflict with the statutes of the State where the Contract is issued are hereby amended to conform to such statutes.

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