Total Protection Package

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:		

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., 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 Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

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, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. 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 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 insurance policy, look first to Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or insurance policy for coverage.

I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THIS CONTRACT DOES NOT PROVIDE ANY COVERAGE FOR ANY MECHANICAL BREAKDOWN, LOSS, OR DAMAGE THAT RESULTS FROM A PRE-EXISTING CONDITION.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

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 forty-five (45) 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 Seller.

This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

Signatures for Contract			For terms and conditions, visit our website at: https://mbpnetwork.com/b0muabu7h
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 the **Administrator. The decision concerning the procedure or whether to repair or replace the covered parts shall be made at the sole discretion of the Administrator**. **Replacements will be made with parts of like kind and quality (including new, re-manufactured, exchanged, or serviceable used components or parts).** The **Administrator** 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, using 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, not to exceed manufacturer's suggested list price for covered part, and specific labor times published in nationally recognized labor time publications such as Alldata, Prodemand, or a similar publication selected at the sole discretion of Administrator.

Insurer: This Contract is not an insurance policy. Unless otherwise regulated under state law, the contents under this Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. 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 **Contract 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 **Administrator** 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 entity 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.

24 Hour Emergency Roadside Assistance Benefit – (866) 273-4699

Emergency Roadside Assistance Benefit is provided by: SafeRide Motor Club, Inc. 13901 Midway Rd., Suite 102-429, Dallas, TX 75244-4388.

1. **Towing Service:** In the event **Your Vehicle** becomes disabled due to any mechanical failure which renders the **Vehicle** inoperable, **Administrator** will arrange to have the **Vehicle** transported to the nearest qualified **Repair Facility** and will pay up to a maximum of _$80.00_ per occurrence.
2. **Flat Tire Change:** In the event of a flat tire on **Your Vehicle**, **Administrator** will arrange for a service provider to mount an inflated spare tire provided by **You** and will pay up to a maximum of Eighty dollars ($80) per occurrence.
3. **Emergency Gas Delivery Service:** In the event **Your Vehicle** runs out of gas, **Administrator** will arrange for a service provider to deliver an emergency supply of

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gas for the Vehicle and will pay up to a maximum of Eighty dollars ($80) per occurrence. **You are responsible for the cost of the emergency supply of gas at the time of delivery.**

4. **Battery-Jump Start Service:** In the event **Your Vehicle** will not start due to a weak or "run-down" battery, **Administrator** will arrange for a service provider to boost or jump-start the battery and will pay up to a maximum of Eighty dollars ($80) per occurrence.

5. **Key-Lockout Service:** In the event the keys for **Your Vehicle** are lost, broken, or accidentally locked in the **Vehicle**, **Administrator** will arrange for a service provider to unlock the **Vehicle** and will pay up to a maximum of Eighty dollars ($80) per occurrence for the locksmith service. **You are responsible for the cost of any parts/replacement keys and labor at the time of service.**

Only service requests provided through the phone number below will be honored. **Roadside Assistance due to accidents or vandalism is excluded from coverage.** All service fees exceeding the maximum benefit are the responsibility of the Member and due at the time of service. **Services are not available in areas where state providers are exclusively utilized on certain tollways, highways, and freeways.** For service in the U.S. and Canada call **(866) 273-4699** (toll free).

Trip Interruption

Should **Your Vehicle** become inoperable due to a **Mechanical Breakdown** covered by this **Contract** that occurs more than 100 miles from **Your** home and prior to **Your** destination, **Administrator** will provide payment to reimburse **You** for actual expenses incurred up to $125.00 per day up to three (3) days, not to exceed $375.00 for meals and lodging. **You must provide to Administrator valid lodging and meal receipts in order to be reimbursed.**

Substitute Transportation

Should Your Vehicle become inoperable due to the Mechanical Breakdown of a covered part, upon authorization, Administrator 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) calendar days may be allowed at $35.00 per day with a maximum additional benefit of $105.00 . Administrator must be advised in advance of all such delays and additional authorization is required from Administrator. 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 Any Coverage #9** for specific limitations in coverage and usages.

Exclusions from Any 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, mail delivery; any Vehicle manufactured as a motor home, RV, step van, or over one ton. Any Vehicle equipped with 10 or more-cylinder engines. Any limited production, or ultra-high-performance Vehicle.

Optional Tire and Wheel Coverage

This option must be selected at time of Contract purchase. If **You** elected the optional **Tire and Wheel** coverage and **Tire and Wheel** coverage is indicated on the first page of this **Contract** under "**Your coverage includes:**", 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, the Administrator 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, the Administrator 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 the discretion of the Administrator. Without this optional coverage, coverage is limited solely to the tire(s) or wheel(s) directly damaged by a covered **Road Hazard**.

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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 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.
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** 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: Mechanical Breakdown Protection, Inc. / MBP Network, Inc., 250 NE Mulberry, Lee's Summit, MO 64086 or email to: claimpayments@mbpnetwork.com.
7. Retain for inspection any **Tire**/**Wheel** that requires repair or replacement until the claim has been settled.
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.**

Repair Facility responsibilities

1. The **Repair Facility** must contact **Us** at (800) 325-7484 before working on the **Vehicle** to verify coverage and obtain prior authorization.
2. Obtain **Your** authorization for inspection and disassembly to determine the cause of the **Road Hazard Damage**.
3. Obtain a claim authorization number from **Us** prior to any repairs.

Failure to follow the above procedures shall nullify the claim and any expense incurred may not be recoverable.

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** do not have 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**.

If You fail to perform any of Your Maintenance Requirements above, this Contract shall be null and void. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures.

Exclusions from Tire and Wheel Coverage

This Contract does not provide coverage for:

1. **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.**
2. **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.**

SAMPLE

3. **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.**
4. **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.**
5. **Coverage applies only to alloy wheels with a factory brushed or painted surface. Wheels with chrome or chrome-clad finishes are excluded from coverage.**
6. **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.**
7. **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.**
8. **Tire replacement due solely to road force balance machine readings where no evidence of impact is present.**
9. **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.**
10. **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.**
11. **Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with Vehicle components (e.g., fenders, exhaust, springs).**
12. **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.**
13. **Tire that has been retreaded, recapped, regrooved, remolded, or tubed.**
14. **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.**
15. **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.**
16. **Liability for 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.**
17. **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, the Administrator 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.**
18. **Wheel Replacement when the loss is due solely to cosmetic damage, including but not limited to scratches, scuffs, or other appearance-related defects.**
19. **This Agreement excludes coverage for Tire Replacement and/or Wheel Replacement when damage results from a vehicle-to-vehicle collision.**
20. **<u>If you selected the Driveline Match Option:</u> Replacement of additional tires beyond the tire damaged by the covered Road Hazard when, in the sole discretion of the Administrator, such replacement is determined to be unnecessary under applicable OEM guidelines.**

Optional Dent and Ding Coverage

This option must be selected at time of Contract purchase. If **You** elected the optional **Dent and Ding** coverage and **Dent and Ding** coverage is indicated on the first page of this **Contract** under "**Your coverage includes:**", this **Contract** covers the removal of dents and dings, using Paintless Dent Repair, within an accessible area located on a body panel of the **Vehicle** that is no larger than Four inches (4") in diameter. Paintless Dent Repair is a process developed by automobile manufacturing production teams that uses specialized hand tools to gently push the dented metal back to its original form. This process removes door dings and minor dents without harming the **Vehicle**'s factory finish.

Limitations of Coverage

This **Contract** is limited to a **Vehicle** with steel or aluminum body panels. The dent and dings must be accessible in order to be covered by this **Contract** and repaired by the Paintless Dent Repair process.

What to do in the event of a Claim

Call **Administrator** at (800) 325-7484 to schedule **Your** appointment ("Service Call"). Do not initiate a repair prior to contacting **Administrator** or it may void **Your** claim benefit. **Administrator** will use its best efforts to schedule a Service Call as soon as possible and at a time that is convenient for **You**; however, the Service Call will be based on the technician's schedule. **You** are entitled to a written explanation for any dent or ding deemed un-repairable using the Paintless Dent Repair process.

Exclusions from Dent & Ding Coverage

This Contract does not provide coverage for:

SAMPLE

1. **Large dents more than Four inches (4") in size.**
2. **Any dent, ding or damage caused, in whole or in part, by environmental conditions or events including rust, corrosion, hail, and damage from chemicals.**
3. **Chrome or unpainted portions of Your Vehicle, plastic, or other non-metal exterior sections of the Vehicle body or attached to the Vehicle body.**
4. **Any damage to the undercarriage of the Vehicle.**
5. **Dents or dings on roof panels equipped with a sunroof or moon roof.**
6. **Dents, dings, or creases that may damage the body or paint finish if the Paintless Dent Repair process is utilized.**
7. **Magnesium Panels, Bumpers, Grills, Floor Mats, Tires, Faux wood, wood or carbon fiber trim, dashboard, side or rear windows.**
8. **Repairs that are not capable of being completely repaired using methods specified for Paintless Dent Repair and standard industry repair methods specific to the other types of damage for which repair service is provided under this Contract. The removal of internal or external body components are not considered to be standard industry repair methods for paintless dent repair.**
9. **Dents, dings, or scratches that must be repaired using putty, sanding, bonding, primer, or paint.**
10. **Dents or dings where access is restricted due to bracing, double metal panels, aftermarket installations or other access limitations.**
11. **Dents or dings caused by a vehicle-to-vehicle collision.**

Optional Windshield Repair Coverage

This option must be selected at time of Contract purchase. If **You** elected the optional **Windshield Repair** coverage and **Windshield Repair** coverage is indicated on the first page of this **Contract** under "**Your coverage includes:**", this **Contract** covers **repairs** to the front windshield only of the **Vehicle**. Coverage provides for the **Cost** to repair minor chips and cracks in the front windshield caused by propelled rocks or other Road Hazard debris such as wood debris, metal parts, plastic or composite scraps or any other propelled object.

Limitations of Coverage

There is no guarantee that the repair will be invisible. **We**, and the windshield repair technician, retain sole authority to determine whether damage can be repaired using the normal windshield repair process.

What to do in the event of a Claim

Call **Administrator** at (800)325-7484 to initiate a covered repair. Failure to use a service provider in **Administrator**'s network may void **Your** claim benefit.

Exclusions from Windshield Repair Coverage

This Contract does not provide coverage for:

1. **Damage to areas of the Vehicle other than the front windshield.**
2. **Hail damage, vandalism, collision damage, cosmetic damage.**
3. **Stress cracks or cracks over Six inches (6").**
4. **Damage to the Vehicle that requires replacement of the entire windshield.**
5. **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.**
6. **Damage, failure, or additional costs resulting from the Customer's failure to have windshield repairs completed in a prompt and timely manner after the occurrence of damage.**

Emergency Repair Status: In the event of minor chips and cracks to the front windshield from Road Hazard debris requiring repairs outside the **Administrator**'s normal business hours, **You** may elect to wait for authorization or proceed with the windshield repair.

To maintain eligibility for Emergency Repair reimbursement:

1. Ensure that **You** take clear pictures of the damage before the minor chip or crack is repaired.
2. **You** must contact **Administrator** within the next business day to determine coverage under this **Contract**. **You** will be responsible for the repair expense if it is determined that the repair is not eligible for coverage under this **Contract**.

All claim documentation must be received within ninety (90) days of repair to be eligible for payment.

Optional Windshield Protection Coverage

This option must be selected at time of Contract purchase. If **You** elected the optional **Windshield Protection** coverage and **Windshield Protection** coverage is indicated on the first page of this **Contract** under "**Your coverage includes:**", this **Contract** covers the **repair or replacement** of the front windshield only of the **Vehicle**. Coverage provides for the **Cost** to repair or replace the front windshield due to minor chips and cracks in the front windshield caused by propelled rocks or other **Road Hazard** debris such as wood debris, metal parts, plastic or composite scraps or any other propelled object. **The decision concerning the procedure or whether to repair or replace the covered parts shall be made at the sole discretion of the Administrator.**

Limitations of Coverage

SAMPLE

Windshield chip and crack repairs performed under this Contract are intended solely to restore and preserve the structural integrity and safe operation of the front windshield. Such repairs are not guaranteed to be invisible, and minor blemishes, distortion, or visible repair marks may remain after the repair process is completed. **Coverage is expressly excluded for windshield replacement requested or required solely due to dissatisfaction with the cosmetic appearance of a completed repair that does not impair the structural integrity of the glass. The determination as to whether a windshield will be repaired or replaced shall be made at the sole discretion of the Administrator. Windshield replacement is limited to one (1) replacement for the Term of the Contract.**

What to do in the event of a Claim

Call **Administrator** at (800)325-7484 to initiate a covered repair. Failure to use a service provider in **Administrator**'s network may void **Your** claim benefit.

Exclusions from Windshield Protection Coverage

This Contract does not provide coverage for:

1. **Damage to areas of the Vehicle other than the front windshield.**
2. **Hail damage, vandalism, collision damage, cosmetic damage.**
4. **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.**
5. **Damage, failure, or additional costs resulting from the Customer's failure to have windshield repairs or replacements completed in a prompt and timely manner after the occurrence of damage.**
6. **Windshield replacement when the need arises solely from a prior chip repair that is not fully invisible but does not impair the structural integrity of the windshield.**

Emergency Repair Status: In the event of minor chips and cracks to the front windshield from Road Hazard debris requiring repairs outside the **Administrator**'s normal business hours, **You** may elect to wait for authorization or proceed with the windshield repair or replacement.

To maintain eligibility for Emergency Repair reimbursement:

1. Ensure that **You** take clear pictures of the damage before the minor chip or crack is repaired or the windshield is replaced.
2. **You** must contact **Administrator** within the next business day to determine coverage under this **Contract**. **You** will be responsible for the repair expense if it is determined that the repair or replacement is not eligible for coverage under this **Contract**.

All claim documentation must be received within ninety (90) days of repair to be eligible for payment.

Optional Key and Remote Coverage

In the event the **Vehicle** key is lost, stolen, destroyed, or fails due to a mechanical or electronic defect, **You** are eligible for reimbursement from **Us** for one (1) replacement key and one (1) remote. During the **Term** of this **Contract** there is a maximum of one (1) use per any given 12-month period. Prior authorization is required for key replacement.

Optional Key Waiver Coverage

Generally, this contract does not provide coverage for any key replacement if it is determined that You did not receive at least two copies of the key to the Vehicle on the Contract Purchase Date.

This option must be selected at the time of Contract purchase. If You elected the **Key Waiver** option and **Key Waiver** is indicated on the first page of this **Contract** under "**Your coverage includes:**", **Exclusions from Key and Remote Coverage #6** is deleted.

The Optional Key Waiver Coverage does not provide coverage for, nor shall the Administrator or Obligor be responsible for, the cost of purchasing or programming an additional or duplicate key at the time of sale or thereafter. This optional coverage applies solely to the replacement of a covered key in the event that such key is lost, stolen, destroyed, or fails due to a mechanical or electronic defect. No benefits shall be payable for the acquisition of a second key when only one key is provided on the Contract Purchase Date.

What to do in the event of a Claim

1. Call (800) 325-7484 for prior authorization to initiate the claims process and obtain a Claim Form. If **You** are within 50 miles of **Seller**, you must return to **Seller** to initiate key/remote replacement process.
2. **You** must pay for key/remote replacement at a servicing dealership or qualified key replacement facility and then submit for reimbursement.
3. **You** must Email or Mail the completed Claim Form, paid invoice with pre-printed facility information, and copy of **Your** Registration page within thirty (30) days of incident to: **claimpayments@mbpnetwork.com or Mail to: Mechanical Breakdown Protection, Inc. / MBP Network, Inc., 250 NE Mulberry, Lee's Summit, MO 64086 or email to:**

Emergency Replacement

If a key must be replaced when **Our** claims office is closed and prior authorization for the replacement cannot be obtained, **You** should proceed with the claim procedure listed above and contact **Us** the next business day for instructions for reimbursement consideration.

Exclusions from Key and Remote Coverage

This Contract does not provide coverage for:

1. **Any replacement key made without prior authorization, except in the event of an Emergency Replacement as described above.**
2. **Any expense or key replacement for which the manufacturer has announced its responsibility through any means, including public recalls or factory service bulletins.**
3. **Any replacement expense covered by a repairer's/supplier's guarantee or warranty.**

SAMPLE

4. **Any key replacement for a Vehicle not listed on the first page of this Contract.**
5. **Any consequential damages or loss, whether direct or otherwise, resulting from the failure or loss of the Vehicle key.**
6. **Any key replacement if it is determined that You did not receive at least two copies of the key to the Vehicle on the Contract purchase date.**

Exclusions from Any 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 inception date of this Contract.**
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, or equipped with dump bed, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), or box bodies. Any Vehicle manufactured as a cab or chassis, motor home, RV, step van, high-cube van or over one ton. Any Vehicle equipped with 10 or more-cylinder engines. Any limited production, or ultra-high-performance Vehicle.**
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.**
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.**
15. **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.**

Other Items of Importance

Limit of Liability

The total of all benefits paid or payable under this **Contract** shall not exceed the lesser of the price **You** paid for the **Vehicle** (excluding taxes, license, and fees) or the NADA retail value of the **Vehicle** immediately preceding the event covered by this **Contract**. In no event will the liability for each covered event under this **Contract** exceed the lesser of the **Cost** to correct any covered cause of failure using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data) and parts replacement costs not exceeding the Manufacturer's suggested retail price, less any deductible, or the actual cash value of the **Vehicle** (based on the current NADA retail value of the **Vehicle**).

Termination

We may direct termination of this **Contract** if the operation of the **Vehicle** fails to comply with the Terms and Conditions of this **Contract**. See **Cancellation Procedures** for information regarding the calculation of any refund which may be due upon termination.

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

SAMPLE

If **You** have a right to recover any funds that **We** have paid under this **Contract**, including all rights to proceed against any supplier, rebuilder, or manufacturer for the **Cost** of any defective covered part or **Cost**s paid by **Us** arising from the defective covered part, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to do whatever is reasonably necessary to enable **Us** to enforce those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual **Cost**s and only after **You** are fully compensated for **Your** loss.

Fraud

The **Administrator** will investigate and prosecute any suspected fraudulent claims to the fullest extent of the law. The **Administrator** 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 Administrator to process the transfer request.**

Contact Us at (800)325-7484 for instructions to receive this benefit. Submission must be completed within 30 days of sale of Vehicle.

Cancellation Procedures

1. **You or Lienholder must contact the Seller, Administrator, or Obligor to complete and sign the written cancellation form.**
2. **You or Lienholder must provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the Lienholder containing repossession date and mileage.**
3. **We will calculate the refund and issue a check to the Lienholder (if there is no lien in place, the check will be issued to You).**

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. We may cancel this Contract at any time due to: (a) Your material misrepresentation or fraud at the time of purchase; (b) the operation of the Vehicle failing to comply with the Terms and Conditions of this Contract; (c) Your failure to pay the Contract Purchase Price as agreed; or (d) the Vehicle being ineligible according to the Terms and Conditions of this Contract.

In the event a request from You, Us, or Lienholder is made within sixty (60) days of purchase and You have not filed a claim, a full refund of the Contract Purchase Price will be allowed.

If You, We, or Lienholder requests a cancellation after sixty (60) days of purchase or You have filed a claim, We agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims.

The Lienholder will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the effective date of the cancellation or sooner if required by state law. A penalty of ten percent (10%) of the Contract Purchase Price per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty-dollar ($50) cancellation fee, except in the case of (1) a full refund as described above, or (2) in the event that We request the cancellation.

Arbitration Provision

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGE THROUGH COURT ACTION.

To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that **You** give up **Your** right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider **Your** Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your** Claims. Please refer to the **State Specific Provisions** addendum of this Contract for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us**, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

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.

State Specific Provisions:

Alabama: Cancellation Procedures is amended to include the following: All cancellations requested after sixty (60) days of purchase are subject to a twenty-five-dollar ($25) cancellation fee. **We** shall mail a written notice to **You** at the last known address contained in **Our** records at least five (5) days prior to cancellation by **Us**. Prior notice is not required if the reason for cancellation is nonpayment of **Our** fee or a material misrepresentation by **You** to **Us** relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The right to cancel within the first sixty (60) days from the original **Contract Purchase Date** when no claim has been made applies only to **You** as the original **Contract Purchaser** and is not transferable.

C**ancellation Procedures** is amended to include the following: No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Arizona: This Contract may provide a duplication of coverage already provided by your automobile physical damage policy.

SAMPLE

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable. **You** must follow the manufacturer's maintenance and any owner's manual requirements for new and used **Vehicles**.

Exclusions from Any Coverage, item 4 is deleted and replaced with the following:

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 while owned by You.

Cancellation Procedures is amended to include the following: **We** will not cancel or void this **Contract** due to (1) acts or omissions by **Us** or **Our** subcontractors in failing to provide correct information or to perform services or repairs in a timely, competent and workmanlike manner, (2) prior use or unlawful acts relating to the covered **Vehicle**, (3) misrepresentation by **Us** or **Our** subcontractors, (4) ineligibility of the **Vehicle** for coverage under the program including gray-market, high-performance or GM-diesel automobiles. All references to a cancellation fee is deleted and replaced with a cancellation fee of fifty dollars ($50) or ten percent (10%) of the Purchase Price, whichever is less. Any administrative expense assessed may not exceed the amount of the refund due to You.

Cancellation Procedures is amended to include the following: No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Arbitration Provision is amended to include the following: Notwithstanding the **Arbitration Provision**, **You** have the right to file a complaint with the Arizona Department of Insurance and Financial Institutions (D.I.F.I.) against a Service Company issuing an approved Service Contract by contacting the Consumer Protection Division of the D.I.F.I.

Arkansas: Cancellation Procedures is amended to include the following: No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Colorado: The following is added to **Your Contract**: The policy number for American Bankers Insurance Company of Florida is SFM-6731-CO-1.

Connecticut: If the **Vehicle** is in a **Repair Facility** at the time of **Contract** expiration, the expiration date will automatically be extended until the repair is complete.

24 Hour Emergency Roadside Assistance Benefit is amended to include the following: Any amounts over the maximum amounts listed would be paid for by **You**.

Cancellation Procedures Is amended to include the following: **You** may cancel this **Contract** if the **Vehicle** is returned, sold, lost, stolen, or destroyed.

The **Terms and Conditions** and **Arbitration Provision** of this **Contract** are amended to include the following: **RESOLUTION OF DISPUTES** – If **We** are unable to resolve any disputes with **You** regarding this warranty, **You** may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the extended warranty contract.

Florida: Neither Windshield Repair nor Windshield Protection coverage are not available in Your state. In the state of Florida (FL license # 60111), MBP Network, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086 is the Administrator and Obligor. The telephone number is (800) 325-7484. The Administrator's hours of operations are Monday through Friday 7 A.M. to 6 P.M. CST.

The rate charged for this **Contract** is not subject to regulation by the Florida Office of Insurance Regulation.

Transfer Procedures is replaced in its entirety with the following: **This Contract provides transfer benefits for You and the specified Vehicle. The Contract is transferrable, subject to a forty-dollar ($40.00) transfer fee, provided:**

1. **The transfer is being made from You 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 Administrator to process the transfer request.**

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

Cancellation Procedures is replaced in its entirety with the following:

1. **You or Lienholder must contact the Seller, Administrator, or Us to complete and sign the written cancellation form;**
2. **You or Lienholder provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the Lienholder containing repossession date and mileage;**
3. **We will calculate the refund and issue a check to the Lienholder (if there is no lien in place, the check will be issued to You).**

This Contract provides cancellation benefits for You, Us, and the Lienholder only.

You or Lienholder 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. In the event a request from You or Lienholder is made within sixty (60) days of purchase, the refund will be 100% of the gross premium paid, less any claims paid. In the event a request from You or Lienholder is made after sixty (60) days of purchase, the refund will be 100% of the unearned pro rata premium calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, less any claims paid and a cancellation fee of either 10% of the unearned pro rata premium paid or fifty dollars ($50), whichever is less.

If the Contract is cancelled by Us within sixty (60) days of purchase, the return of premium will not be less than 100% of the gross premium paid, less any claims paid. After the Contract has been in effect for sixty (60) days, it may not be cancelled by Us unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Contract; 2) You or the Lienholder has failed to maintain the motor vehicle as prescribed by the manufacturer; 3) The odometer has been tampered with or disabled and You or the Lienholder has failed to repair the odometer; 4) For nonpayment of premium by You or the Lienholder, in which case You shall be provided with a notice of cancellation by Us via certified mail. If the Contract is cancelled by Us after sixty (60) days of purchase, the return of premium will not be less than 100% of the paid unearned pro rata premium calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, less any claims paid.

In the event of a lien the Lienholder will be named as co-payee on the refund check. The Lienholder will be the sole payee when the collateral has been repossessed or is a total loss. If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation, or sooner if required by state law.

To cancel this Contract, contact Us at (800) 325-7484 for assistance. You will be sent a cancellation form with instructions on how to complete it. Any pro rata refund described above will be based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less.

Arbitration Provision Is amended to include the following: **While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside**.

Georgia: Windshield Protection coverage is not available in Your state. The third paragraph on page 1 is revised to read **I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THIS CONTRACT DOES NOT PROVIDE ANY COVERAGE FOR ANY MECHANICAL BREAKDOWN, LOSS, OR DAMAGE THAT RESULTS FROM A PRE-EXISTING CONDITION KNOW TO YOU.**

Cancellation Procedures is deleted and replaced with the following:

1. **You** must contact the **Seller**, **Administrator**, or **Obligor** to complete and sign the written cancellation form;
2. **You** must provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the **Lienholder** containing repossession date and mileage;
3. **We** will calculate the refund and issue the check to the **Lienholder** (if there is no lien in place the check will be issued to **You**).

SAMPLE

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You may cancel this Contract at any time. Lienholder may only cancel in the event of repossession, total loss, or theft of the Vehicle. The right to cancel within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. **We** may cancel this **Contract** based on one or more of the following reasons: (A) for fraud or material misrepresentation made by **You**; or (B) for non-payment of the **Contract** purchase price. If **We** cancel this **Contract**, **We** will mail written notice of cancellation to **You** no less than thirty (30) days prior to the effective date of cancellation. The notice shall state the effective date and the reason for cancellation.

In the event a request from **You, Us,** or **Lienholder** is made within sixty (60) days of purchase, a full refund of the **Contract Purchase Price** will be allowed, less any claims paid. No cancellation fee will be charged if **You**, **Us**, or **Lienholder** request the cancellation within sixty (60) days of purchase.

If **You**, **US**, or **Lienholder** request a cancellation after sixty (60) days, **We** agree to calculate and make available a refund of one hundred percent (100%) of the unearned pro rata Contract Purchase Price based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of **Term** miles minus miles on the **Vehicle** at time of **Contract** purchase), whichever refund is less, less any claims paid.

The lienholder will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active.

If You request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If Lienholder requests the cancellation, any refund owed will be paid or credited no more than forty-five (45) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than forty-five (45) days from the effective date of the cancellation or sooner if required by state law.

A penalty of ten percent (10%) per month shall be added to a refund that is not paid or credited within thirty (30) days from the date We or Our designee receives notice of the request to cancel.

All cancellations are subject to a cancellation fee of fifty dollars ($50) or ten percent (10%) of the unearned pro-rata purchase price, whichever is less, except in the case of (1) a full refund as described above, or (2) in the event **We** request the cancellation.

Exclusions from Any Coverage, item 2 is deleted and replaced with the following: **2. Repair or replacement of any item to correct conditions that existed prior to the purchase date of this Contract and were known to You.**

Optional Tire and Wheel Coverage, Your Maintenance Requirements, the following sentences: "**If You fail to perform any of Your Maintenance Requirements above, this Contract shall be null and void. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures.**" shall be deleted and replaced with "**If You fail to perform any of Your Maintenance Requirements above, coverage under this Contract will be denied.**"

Lifted/Lowered Vehicle Option, the last paragraph is deleted and replaced with the following: "**In order for the Vehicle to be eligible for coverage, the odometer must be recalibrated to reflect the true mileage due to the modification. The Cost of any recalibration is not covered. Proof of calibration by a licensed Repair Facility must be provided at the time of purchase. Any modification that voids the original manufacturer's warranty will also result in a denial of coverage under this Contract. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures."**

The **Arbitration Provision** is deleted in its entirety.

Hawaii: Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: If **We** cancel this **Contract** for any reason other than non-payment of the **Contract** purchase price, a material misrepresentation by **You** to **Us**, or a substantial breach of duty by **You** relating to **Your Vehicle** or its use, **We** will mail **You** written notice of cancellation stating the effective date at least five (5) days before cancellation to **Your** last known address as reflected in **Our** files.

The right to cancel within the first sixty (60) days when no claim has been made applies only to **You** as the original **Purchaser** and is not transferable.

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

Cancellation Procedures is amended to include the following: No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Illinois: Cancellation Procedures is amended to replace the last sentence with the following: All cancellations after sixty (60) days from purchase are subject to a cancellation fee of fifty dollars ($50) or ten percent (10%) of the **Contract Purchase Price**, whichever is less, except in the case of: (1) a full refund as described above, or (2) in the event that **We** request the cancellation.

Exclusions from Any Coverage is amended to include the following: **16. Any damage caused, in whole or in part, as a result of wear and tear. This Contract does not include coverage from damage resulting from normal wear and tear.**

Indiana: The following language is added: **Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the service company, which guarantees **Our** obligation to **You**, providing such service was in effect at the time **You** purchased this **Contract**.

This **Contract** is not insurance and is not subject to Indiana Insurance law.

Definitions, **Insurer** is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the **Obligor's** obligations under this **Contract** are insured by a policy 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**, or return any refund due under the **Cancellation Procedures** section within sixty (60) days, 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.

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Arbitration Provision Is amended to include the following: **While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.**

Iowa: Notice: The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315-1000.

Definitions, Insurer is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the **Obligor's** performance under this **Contract** is insured by a policy issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a covered claim or pay any refund within sixty (60) days after **You** have filed a claim with **Us**, **You** may file a claim including a **Claim** for return of any refund due under the Cancellation Procedures section, directly with American Bankers Insurance Company of Florida at P.O. Box 21647, St. Petersburg, FL 33742. Please call 1-866-306-6694 for instructions.

We must obtain Your written consent before replacements are done with used parts.

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: The right to cancel within the first sixty (60) days from the original **Contract Purchase Date** when no claim has been made applies only to **You** as the original **Purchaser** and is not transferable.

If **You** are the original **Purchaser** and **You** cancel this **Contract** within sixty (60) days of the original **Contract** sale date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** at least fifteen (15) days before the date of cancellation which shall state the reason and effective date for cancellation. Prior written notice is not required if the reason for cancellation is: (a) Your material misrepresentation or fraud at the time of purchase; or (b) **Your** failure to pay the **Contract** Purchase Price as agreed.

Any reference to a fifty-dollar ($50) cancellation fee is deleted and replaced with a cancellation fee of fifty dollars ($50) or ten percent (10%) of the **Contract** Purchase Price, whichever is less.

Kansas: Neither Windshield Repair nor Windshield Protection coverage are not available in Your state.

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Louisiana: The following is added to **Your Contract**: **NOTICE:** The motor vehicle service contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the Attorney General.

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: **We** will mail **You** written notice to **Your** last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. Prior written notice is not required if the reason for cancellation is failure to pay premium or a material misrepresentation by **You** to **Us** at the time of purchase. The right to cancel within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. The ten (10%) penalty per month applies only to a cancellation by **You** and only to any cancellation received within the first sixty (60) calendar days.

Maine: Definitions, **Insurer** is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the **Obligor's** obligations under this **Contract** are insured by a policy issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within sixty (60) days after proof of loss has been filed with **Us**, the written claim can be submitted directly to American Bankers Insurance Company of Florida at P.O. Box 21647, St. Petersburg, FL 33742. Please call 1-866-306-6694 for instructions.

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: The right to cancel within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. Any refund for cancellation within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made shall include a refund of any sales tax required pursuant to state law.

A cancellation notice stating the reasons and effective date of cancellation will be mailed to **Your** last known address at least fifteen (15) days prior to cancellation. All reference to the cancellation fee of fifty dollars ($50) is deleted and replaced with a cancellation fee of ten percent (10%) of the **Contract** Purchase Price or fifty dollars ($50), whichever is less.

Maryland: Definitions, Insurer is amended to include the following: In the event **We**, the **Obligor**, cease to operate, are bankrupt, fail to pay, fail to pay a refund of premium or provide service within sixty (60) days after proof of loss has been filed, **You** may file a Claim directly with the insurer, American Bankers Insurance Company. To do so, please call the insurer, American Bankers Insurance Company, at the following toll-free number for instructions: 1-866-306-6694.

This Contract does not include coverage for damage resulting from normal wear and tear.

Cancellation Procedures is amended as follows: If **You** are the original **Purchaser** and **You** cancel this **Contract** within sixty (60) days of the **Contract Purchase Date**, and if no claims have been paid, a full refund will be issued. A ten percent (10%) penalty per month of the **Contract Purchase Price** shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. This service contract is extended automatically if **We** fail to perform the services under the service contract. The service contract does not terminate until the services are provided in accordance with the terms of the service contract.

The **Arbitration Provision** is deleted in its entirety.

Massachusetts: The entity obligated to perform under this **Contract**, which is referred to as "**We**", "**Us**", and "**Our**" throughout this **Contract** is the **Seller**, the address and telephone number for which are provided on the first page of this **Contract**.

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N.25 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles less than 40,000 miles at the time of sale: provides coverage for ninety (90) days or 3750 miles, whichever comes first. Used vehicles with greater than 40,000 miles but less than 80,000 miles at the time of sale: provides coverage for sixty (60) days or 2500 miles, whichever comes first. Used vehicles with greater than 80,000 miles but less than 125,000 miles at time of sale: provides coverage for thirty (30) days or 1250 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Contract**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Contract**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Contract**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Contract** apply only to this **Contract** and not the terms of the required dealer warranty.

Minnesota: Minnesota Statute 325F.662, subd. 2, provides for express warranty coverage on used vehicles as follows: (1) *if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more but less than 75,000 miles, the warranty must remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first.*

All coverage provided for **Your Vehicle** under this motor vehicle service contract shall exclude coverage currently in force under any express warranty providing the same coverage for such **Vehicle** as outlined above.

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: The right to cancel within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** in the event of cancellation due to non-payment of premium or material misrepresentation at the time of purchase.

Arbitration Provision is amended to include the following: ANY ARBITRATION SHALL TAKE PLACE IN THE STATE WHERE YOU RESIDE OR AT ANY OTHER PLACE AGREED TO IN WRITING BY YOU AND VEHICLE PROTECTION, INC.

Mississippi: Cancellation Procedures, beginning at "This Contract provides cancellation benefits" is deleted and replaced with the following:

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. We may cancel this Contract due to: (a) Your material misrepresentation; (b) Your failure to pay the Contract Purchase Price as agreed; or (c) a substantial breach of duties by You related to the Vehicle or its use.

In the event You cancel this Contract during the first sixty (60) days of purchase and You have not filed a claim, the Contract is void and You will receive a full refund or credit of the Contract Purchase Price. The right to void this Contract is not transferable and applies only to the original Contract holder. If You request a cancellation after sixty (60) days of purchase or You have filed a claim, We agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims.

In the event a request from Lienholder is made within sixty (60) days of purchase, and You have not filed a claim, You will receive a full refund or credit of the Contract Purchase Price.

If Lienholder requests a cancellation after sixty (60) days of purchase or You have filed a claim, We agree to refund You one hundred percent (100%) of the unearned pro rata Contract Purchase Price calculated based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims.

In the event We cancel this Contract within sixty (60) days of purchase, and You have not filed a claim, You will receive a full refund or credit of the Contract Purchase Price. If We cancel this Contract for any reason other than Your failure to pay the Contract Purchase Price as agreed after sixty (60) days, or You have filed a claim, We agree to refund You one hundred percent (100%) of the unearned pro rata purchase price of this Contract calculated based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims. If We cancel this Contract due to Your failure to pay the Contract Purchase Price as agreed after either sixty (60) days or You have filed a claim, We

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agree to refund You one hundred percent (100%) of the unearned pro rata portion of the purchase price of the Contract which You in fact paid calculated based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims.

The Lienholder will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than forty-five days from the effective date of the cancellation or sooner if required by state law. A penalty of ten percent (10%) per month shall be added to a refund that is not paid or credited within thirty (30) days.

All cancellations are subject to a cancellation fee of fifty dollars ($50) or ten percent (10%) of the Contract Purchase Price, whichever is less, except in the case of (1) a full refund as described above, or (2) in the event that We request the cancellation. Any pro rata refund described above will be based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less.

Missouri: Definitions, **Insurer** is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. The obligations under this Contract are insured by a policy issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim, including any claim for the return of the unearned portion of the Contract Purchase Price, 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 the following address: P.O. Box 21647, St. Petersburg, FL 33742 or call the toll-free number at 1-866-306-6694.

Cancellation Procedures is amended to add the following: In the event a request from **You**, **Us**, or **Lienholder** is made within sixty (60) days of purchase and no claims have been filed, a full refund of the **Contract** Purchase Price will be allowed. A ten percent (10%) penalty of the amount outstanding per month will be added to a refund that is not paid within thirty (30) days of return of the **Contract** to **Us**. The applicable free-look period on this **Contract** shall only apply to the original **Contract** purchaser and is not transferable. In the event of a request from **You**, **Us**, or **Lienholder** is made within sixty (60) days of purchase and **You** have filed a claim, a full refund minus any paid claims will be allowed. No cancellation fee will be charged for a cancellation made within sixty (60) days of purchase. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by mail forty-five (45) days prior to the date of termination. If **You** cancel the **Contract**, notice of such cancellation will be delivered to **You** by mail within forty-five (45) days of the date of termination.

This **Contract** contains an **Arbitration Provision**. It limits certain of Your rights, including Your right to obtain relief or damages through court action.

Montana: Cancellation Procedures is amended to include the following: If **We** cancel the **Contract**, notice of such cancellation including the stated reason for and effective date of cancellation shall be delivered to **You** by mail at least five (5) days before the effective date of cancellation unless the reason for cancellation is nonpayment or material misrepresentation at the time of purchase.

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Nebraska: For claims assistance, contact the **Administrator,** Mechanical Breakdown Protection, Inc., 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 **Arbitration Provision** is deleted in its entirety.

Nevada: The following is added to **Your Contract**: **NOTICE**: If **You** are not satisfied with the manner in which **We** are handling the **Claim** on **Your Contract**, **You** may contact the Commissioner by calling the toll-free number, (888) 872-3234.

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

The fee under **Transfer Procedures** is changed from fifty dollars ($50) to twenty-five dollars ($25).

Other Items of Importance, Cancellation Procedures is deleted and replaced with the following:

Cancellation Procedures

1. **You must contact the Seller, Administrator, or Obligor to complete and sign the written cancellation form.**
2. **If repossessed, You or Lienholder must provide a letter from the Lienholder containing repossession date and mileage.**
3. **We will calculate the refund and issue a check to You and/or the Lienholder based upon the following:**
    a. **If there is no lien in place, the check will be issued to You.**
    b. **If there is a lien in place, the Lienholder will receive only the portion of the refund amount that remains unpaid to the Lienholder under the financing agreement upon cancellation of this Contract.**

This Contract provides cancellation benefits to You and Us only. 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. We may cancel this Contract during the first seventy (70) days after purchase due to: (a) Your material misrepresentation or fraud at the time of purchase; (b) the operation of the Vehicle failing to comply with the Terms and Conditions of this Contract; (c) Your failure to pay the Contract Purchase Price as agreed; or (d) the Vehicle being ineligible according to the Terms and Conditions of this Contract. After this Contract has been in effect for seventy (70) days, We may not cancel this Contract except for one of the following reasons: (A) if You fail to pay an amount when due; (B) if You are convicted of a crime which results in an increase in the service required under this Contract; (C) discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim for service; (D) discovery of an act or omission by You or if You violate any condition of this Contract after the effective date of this Contract which substantially and materially increases the service required under this Contract; or (E) a material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the Contract was issued or sold.

In the event a request to cancel from You or Us is made within sixty (60) days of purchase and You have not filed a claim, a full refund of the Contract Purchase Price will be allowed. The right to cancel within the first sixty (60) days from the original Contract Purchase Date when no claim has been made applies only to You as the original Contract Purchaser and is not transferable. In the event a request to cancel from You or Us is made after sixty (60) days of purchase or You have filed a claim, We agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less.

In the event the collateral has been repossessed or is a total loss and the lien is still active, the Lienholder will receive only the portion of the refund amount that remains unpaid to the lienholder under the financing agreement upon cancellation of the Contract.

If You request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the effective date of the cancellation or sooner if required by state law. A penalty of ten percent (10%) of the Contract purchase price shall be added to a refund that is not paid or credited within thirty (30) days after return of this Contract to Us for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. This applies only to a cancellation by You and only to any cancellation received within the first sixty (60) calendar days.

All cancellations are subject to a twenty-five dollar ($25) cancellation fee, except in the case of (1) a full refund as described above, or (2) in the event that We request the cancellation. No cancellation fee will be charged if We initiate the cancellation.

We will mail written notice of cancellation to You, stating the effective date and reason for the cancellation at Your last known address at least fifteen (15) days prior to the effective date of cancellation.

The **Arbitration Provision** is deleted in its entirety.

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New Hampshire: In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, (800) 852-3416.

All references to a fifty-dollar cancellation fee are deleted and replaced with a cancellation fee of fifty dollars ($50) or ten percent (10%) of Contract Purchase Price, whichever is less. References to "minus any paid claims" are deleted from this section. Therefore, no paid claims will be deducted from a pro rata refund.

Arbitration Provision is amended by adding the following: Any arbitration proceeding is subject to RSA 542.

New Jersey: The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable. **Cancellation Procedures** is amended to include the following: A cancellation notice stating the reasons and effective date of cancellation will be delivered to **Your** last known address at least five (5) days prior to cancellation. Written notice shall not be required if the reason for cancellation is (A) nonpayment of the **Contract Purchase Price**, or (B) a material misrepresentation or omission made by **You** at the time of purchase.

New Mexico: Definitions, **Insurer** is deleted and replaced with the following: **Insurer**: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the **Obligor's** performance under this **Contract** is insured by a policy issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a covered claim within sixty (60) days after **You** have filed a claim with **Us**, **You** may file a claim directly with American Bankers Insurance Company of Florida at P.O. Box 21647, St. Petersburg, FL 33742. Please call 1-866-306-6694 for instructions. If **You** have any concerns regarding the handling of **Your Claim**, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Other Items of Importance, Cancellation Procedures is deleted and replaced with the following:

Cancellation Procedures

1. **You or Lienholder must contact the Seller, Administrator, or Us to complete and sign the written cancellation form;**
2. **You or Lienholder provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the Lienholder containing repossession date and mileage;**
3. **We will calculate the refund and issue a check to the Lienholder (if there is no lien in place, the check will be issued to You).**

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. We may cancel this Contract at any time due to Your material misrepresentation or fraud at time of purchase, Your failure to pay the Contract Purchase Price as agreed, or if the Vehicle is ineligible according to the Terms and Conditions of the Contract. However, no Contract that has been in effect for at least seventy (70) days will be cancelled by Us before the expiration of the agreed term or one (1) year after the Contract Purchase Date, whichever occurs first, except on any of the following grounds:

1. **Failure by You to pay an amount when due;**
2. **Conviction of You of a crime that results in an increase in the service required under the Contract;**
3. **Discovery of fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service there under; or**
4. **Discovery of either of the following if it occurred after the Contract Purchase Date and substantially and materially increased the service required under the Contract:**
   a. **An act or omission by You; or**
   b. **A violation by You of any condition of the Contract.**

The right to void this Contract is not transferable and applies only to You. In the event a request from You, Us, or Lienholder is made within sixty (60) days of purchase and no claims have been filed, a full refund will be allowed.

If You, We, or Lienholder requests a cancellation after sixty (60) days or You have filed a claim, We agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less, minus any paid claims.

The lienholder will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law.

If We request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the effective date of the of cancellation or sooner if required by state law. A ten percent (10%) penalty for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid shall be added to a refund that is not paid or credited within sixty (60) days of return of this Contract to Us. If You request a cancellation, You are subject to a Fifty-dollar ($50) cancellation fee not to exceed ten percent (10%) of the Contract Purchase Price, except in the case of a full refund as described above.

If We cancel the Contract, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

New York: Neither Windshield Protection Coverage nor Key & Remote Coverage are not available in your state.

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: The right to cancel within the first sixty (60) days from the original **Contract** Purchase Date when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. If **We** cancel the **Contract**, notice of such cancellation, including the stated reason for and effective date of cancellation shall be provided to You by mail at least fifteen (15) days before the effective date of cancellation unless the reason for cancellation is nonpayment or material misrepresentation at the time of purchase.

North Carolina: Cancellation Procedures, the paragraph which begins, "**This Contract provides cancellation benefits to You…**" is deleted and replaced with the following:

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. We may cancel this Contract based on one or more of the following reasons: (A) non-payment of the Contract Purchase Price or (B) a direct violation of the Contract where the Contract states that the violation is subject to contract cancellation.

All reference to the cancellation fee of fifty dollars ($50) is deleted and replaced with a cancellation fee of ten percent (10%) of the amount of the pro-rata refund or fifty dollars ($50), whichever is less.

Ohio: This Contract may provide a duplication of coverage already provided by your automobile physical damage policy.

IF PROVIDER FAILS TO PERFORM OR MAKE ANY PAYMENT UNDER THIS CONTRACT, INCLUDING ANY CLAIM FOR A REFUND, WITHIN SIXTY (60) DAYS AFTER REQUEST FOR PERFORMANCE OR PAYMENT, HOLDER MAY REQUEST PERFORMANCE OR PAYMENT DIRECTLY FROM THE INSURER.

Oklahoma: The Obligor under this Contract, referred to as "We," "Us" and "Our" throughout, is MBP Network, Inc., License Number 44199011, 250 NE Mulberry St, Lee's Summit, MO 64086, (800) 325-7484.

The following is added to **Your Contract**: **NOTICE**: Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

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Cancellation Procedures is deleted and replaced with the following: If **Your** vehicle has been repossessed, declared a total loss or **You** give notice of cancellation, this **Contract** will terminate. In the event of repossession or total loss, **You** authorize the lienholder to cancel this **Contract**. **You** may cancel this **Contract** at any time by submitting a written request to the **Seller** or **Us** containing a copy of your **Contract**, along with a notarized statement indicating the actual mileage (odometer reading) of your vehicle at the date of the request. If **You or Lienholder** cancel this **Contract** during the first sixty (60) days from the effective date, and no claims have been made, **We** or the **Seller** will refund **You** 100% of the **Contract Purchase Price**. If **You or Lienholder** cancel the **Contract** after the first sixty (60) days, or if a claim was made within the first sixty (60) days, **We** or the **Seller** will provide a refund of 100% of the unearned pro-rata provider fee **calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less,** less ten percent (10%) of unearned pro-rata provider fee or fifty dollars ($50), whichever is less, and the actual cost of any service provided under the **Contract**. **We** may cancel this **Contract** based on one or more of the following reasons: (A) non-payment of the **Contract** purchase price by **You**; (B) fraud or material misrepresentation made by **You** at time of purchase; (C) a substantial breach of duties by **You** under the **Contract** relating to the **Vehicle** or its use. If the **Contract** is canceled by **Us** during the first sixty (60) days from the effective date, and **You** have not filed a claim, the return of provider fee shall be 100% of the **Contract Purchase Price**. If the **Contract** is cancelled by **Us** after the first sixty (60) days from the effective date, or if **You** filed a claim within the first sixty (60) days, the return of provider fee shall be based upon 100% of unearned pro-rata provider fee **calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less**, less the actual cost of any service provided under the **Contract**. All refunds payable to **You** under this **Contract** in the event **You** cancel this **Contract** shall be payable to **You** and any lienholder as your respective interest may appear. If there is no lienholder, the refund will be paid to **You**. If there is a lienholder, the refund will be paid to the lienholder. If **Your** vehicle has been repossessed, declared a total loss or **You** give notice of cancellation, this contract will terminate. In the event of repossession or total loss, **You** authorize the lienholder to cancel this Contract. **If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the effective date of cancellation, or sooner if required by state law.**

Your Duties, Obligations and Maintenance Requirements, the following sentences are deleted**: "If You fail to perform any of the above Duties, Obligations or Maintenance Requirements, this Contract shall be null and void. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures."**

The **Arbitration Provision** is deleted and replaced with the following: NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration. Disputes under this Contract shall be subject to mandatory, non-binding arbitration. To begin Arbitration, either **You** or **We** must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the **Claim** is filed. **You** may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. **We** will advance to **You** all or part of the fees of the AAA and of the arbitrator. Unless **You** and **We** agree otherwise, the arbitration will take place in the county and state where **You** live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that **You** give up **Your** right to go to court on any **Claim** covered by this provision. **You** also agree that any arbitration proceeding will only consider **Your Claims**. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering **Your Claims**. Please refer to the State Disclosures section of this Contract for any added requirements in **Your** state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, **You** and **We** specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between **You** and **Us,** any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

Oregon: Roadside assistance benefits or services are conducted by SafeRide Motor Club, Inc.; however, Vehicle Protection, Inc. is ultimately responsible for providing these benefits. Any failure to provide such benefits by SafeRide Motor Club, Inc.; or Vehicle Protection, Inc. as specified in this **Contract** will be covered by **Our** reimbursement insurance policy.

Exclusions from Key and Remote Coverage, item 1 is deleted and replaced with the following: **Any replacement key made without prior authorization. If prior authorization cannot be obtained due to an emergency when OUR claims office is closed, follow the Emergency Replacement procedure for reimbursement consideration.**

The **Arbitration Provision** is deleted in its entirety.

South Carolina: Neither Windshield Repair nor Windshield Protection coverage are not available in Your state. If **We** do not timely resolve such matters within sixty (60) days of proof of loss, or in the event of a dispute with the provider of this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

The right to cancel within the first sixty (60) days when no claim has been made applies only to **You** as the original **Contract Purchaser** and is not transferable. **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address, stating the reason for the cancellation and the effective date at least fifteen (15) days prior to the cancellation effective date. Written notice of cancellation is not required if the **Contract** cancellation is due to nonpayment of the **Contract Purchase Price** by **You** or a material misrepresentation by **You** at the time of purchase.

Texas: The **Administrator's** Registration Number for Mechanical Breakdown Protection, Inc. is 70136289.

Definitions, Insurer is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents of this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the obligations under this **Contract** are insured by a policy of insurance issued by **American Bankers Insurance Company of Florida**, P.O. Box 21647, St. Petersburg, FL 33742. The telephone number is 1-866-306-6694. In the event any covered service is not provided to **You** by **Us** before the 61st day after the proof of loss has been filed, or if a refund or credit is not paid before the 46th day after the date on which the contract is cancelled, **You** may apply directly to **American Bankers Insurance Company of Florida**.

If **You** have complaints or questions regarding this **Contract**, **You** may contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202 (within TX only).

Your Duties and Obligations is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

A penalty of ten percent (10%) of the **Contract** purchase price per month shall be added to any refund that is not paid or credited within thirty (30) days after return of this **Contract** to **Us**. This provision applies only to the original purchaser and is not transferrable. If **We** cancel this **Contract**, a cancellation fee will not be deducted.

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract Purchase Price** or material misrepresentation by **You** to **Us** at the time of purchase, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. If **You** request a cancellation of this **Contract** within sixty (60) days of purchase, a cancellation fee will not be deducted and **We** agree to calculate and make available a full refund of the **Contract Purchase Price**, less any claims paid.

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

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

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

If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract,** it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible to the **Administrator.**

Payment Terms: This **Contract** can be purchased by using cash/credit card or financed as part of **Your** Covered **Vehicle** loan.

SAMPLE

Your Maintenance Requirements, the following sentences are deleted**: "If You fail to perform any of Your Maintenance Requirements, this Contract shall be null and void. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures."**

Optional Key and Remote Coverage, "In the event the **Vehicle** key is lost, stolen, destroyed, or fails due to a mechanical or electronic defect," is deleted and replaced with: "In the event the **Vehicle** key is lost, stolen, or inoperable".

Cancellation Procedures is deleted and replaced with the following:

1. **You** must contact the **Seller**, **Administrator**, or **Obligor** to complete and sign the written cancellation form;
2. **You** or **Lienholder** must provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the **Lienholder** containing repossession date and mileage;
3. **We** will calculate the refund and issue the check to the **Lienholder** (if there is no lien in place the check will be issued to **You**).

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. In the event a request from **You** is made within sixty (60) days of purchase, and no claims have been filed, a full refund of the **Contract Purchase Price** will be allowed.

If **You** request a cancellation after sixty (60) days or have filed a claim, **We** agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of **Term** miles minus miles on the **Vehicle** at time of **Contract** purchase), whichever refund is less (minus any paid claims if the **Contract** was not purchased at the time of the **Vehicle** purchase).

In the event a request from **Lienholder** is made within sixty (60) days of purchase, and **You** have not filed a claim, **You** will receive a full refund or credit of the **Contract Purchase Price**. If **Lienholder** requests a cancellation after sixty (60) days of purchase or **You** have filed a claim, **We** agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of **Term** miles minus miles on the **Vehicle** at time of **Contract** purchase), whichever refund is less (minus any paid claims if the **Contract** was not purchased at the time of the **Vehicle** purchase).

We can cancel this **Contract** during the first sixty (60) days for any reason by mailing written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least ten (10) days before the effective date of cancellation for non-payment of the **Contract** purchase price and thirty (30) days before the effective date of cancellation if cancelled for any other reason. In the event **We** cancel this **Contract** during the first sixty (60) days of purchase and no claims have been filed, a full refund of the **Contract Purchase Price** will be allowed.

After sixty (60) days have elapsed, **We** may cancel by mailing a cancellation notice at least thirty (30) days prior to the effective date of cancellation (10 days for non-payment of **Contract** purchase price) for cancellations due to any of the following reasons: material misrepresentation made by **You**; substantial change in the risk assumed, unless **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**; or substantial breach of contractual duties, conditions, or warranties. In the event **We** cancel this **Contract** after sixty (60) days have elapsed, or after there has been a claim filed, **We** agree to calculate and make available an amount calculated pro rata based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of **Term** miles minus miles on the **Vehicle** at time of **Contract** purchase), whichever refund is less (minus any paid claims if the **Contract** was not purchased at the time of the **Vehicle** purchase).

The **Lienholder** will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. If **You** or **Lienholder** requests the cancellation, any refund owed will be paid or credited not more than thirty (30) days from the date **We** or **Our** designee receives notice of the request to cancel or sooner if required by state law. If **We** request the cancellation, any refund owed will be paid or credited not more than (30) days from the effective date of the cancellation or sooner if required by state law.

A penalty of ten percent (10%) of the **Contract** purchase price per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty-dollar ($50) cancellation fee, except in the case of (1) a full refund as described above, or (2) in the event that **We** request cancellation.

Exclusions from Any Coverage, item 1 is deleted and replaced with the following: **1. Any loss or expense resulting from the repair or replacement of a part not authorized by Us with the exception of emergency repairs.**

The **Arbitration Provision** is deleted in its entirety.

Virginia: If any promise made in the **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-contract-providers.shtml to file a complaint.

Washington: Definitions, **Insurer** is deleted and replaced with the following: This **Contract** is not an insurance policy. Unless otherwise regulated under state law, the contents under this **Contract** should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. However, the **Obligor's** performance under this **Contract** is insured by a service contract reimbursement policy issued by American Bankers Insurance Company of Florida, Policy #SFN-1683-WA-1. If **We** fail to pay or provide service on a covered claim after **You** have filed a claim with **Us**, **You** may file a claim at any time directly with American Bankers Insurance Company of Florida at P.O. Box 21647, St. Petersburg, FL 33742. Please call 1-866-306-6694 for instructions.

Your Maintenance Requirements is deleted and replaced with the following**: 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 and any owner's manual instructions. If **You** do not have 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**.

Cancellation Procedures is amended to include the following: All reference to a cancellation fee of fifty dollars ($50) is deleted and replaced with a cancellation fee not to exceed twenty-five dollars ($25). The right to cancel within the first sixty (60) days from the original **Contract Purchase Date** when no claim has been made applies only to **You** as the original **Contract** Purchaser and is not transferable. **We** have sixty (60) days from the date of the sale of the **Contract** to **You** to determine whether or not the **Vehicle** qualifies under **Our Contract**. After sixty (60) days the **Vehicle** qualifies for the **Contract** that was issued and **We** may not cancel this **Contract** and are fully obligated under the terms of this **Contract** sold to **You**. If **We** request a cancellation, **We** must mail notice of cancellation to **Your** last known address stating the effective date of and reason for cancellation at least twenty-one (21) days before the effective date of cancellation.

Arbitration Provision is deleted and replaced with the following:

BINDING ARBITRATION PROVISION.

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AND We AGREE AND UNDERSTAND THAT this Arbitration provision means that You and We give up the right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Specific Provisions section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. Nothing in this 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

SAMPLE

Wisconsin: The following is added to **Your Contract: NOTICE: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Notice of loss should be made as soon as reasonably possible and within one (1) year after the time it was required by the Contract. Failure by You to give notice or proof within the time required by the Contract does not invalidate or reduce the claim unless We are prejudiced by the failure to give notice.**

Definitions, **Insurer** is deleted and replaced with the following: This **Contract** is not a contract of insurance. This is a **Contract** as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. Obligations of the **Obligor** under this **Contract** are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742. If **We** do not provide, or reimburse, or pay for a service that is covered under this **Contract** within sixty (60) days after **You** provide proof of loss, or if **We** become insolvent or otherwise financially impaired, **You** may file a claim directly to American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742 for reimbursement, payment, or provision of the service. Please call 1-866-306-6694 for instructions.

Any reference to obtaining **Prior Authorization** is amended as follows: Prior to any repair being made, instruct the repair facility to contact **Us** to obtain authorization for the claim. Failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless **We** are prejudiced by **Your** failure to obtain authorization.

Your Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is deleted and replaced with the following:

1. **You or Lienholder must contact the Seller, Administrator, or Obligor to complete and sign the written cancellation form.**
2. **You or Lienholder must provide an odometer statement or other documentation of cancellation miles; if repossessed, provide a letter from the Lienholder containing repossession date and mileage.**
3. **We will calculate the refund and issue a check to the Lienholder (if there is no lien in place, the check will be issued to You).**

This Contract provides cancellation benefits to You, Us, and the Lienholder only. You or Lienholder 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. We may cancel this Contract only for 1) nonpayment of the Contract purchase price, 2) material misrepresentation by You to Us or the Administrator, or 3) substantial breach of duties by You relating to the covered Vehicle or its use. A written cancellation notice stating the reason for cancellation and the effective date of cancellation will be mailed to Your last known address at least five (5) days before the effective date of the cancellation.

In the event a request from You or Lienholder is made within sixty (60) days of purchase and You have not filed a claim, a full refund of the Contract Purchase Price will be allowed. A penalty of ten percent (10%) of the Contract Purchase Price per month shall be added to this refund if it is not paid or credited within thirty (30) days. The right to cancel within the first sixty (60) days from the original Contract Purchase Date when no claim has been made applies only to You as the original Contract Purchaser and is not transferable.

If there is a total loss of the Vehicle and it is not replaced, You may cancel the Contract. If this cancellation is requested within sixty (60) days of purchase and no claims have been filed, a full refund will be allowed. If this cancellation is requested after sixty (60) days of purchase or You have filed a claim, You will receive a pro rata refund of any unearned Contract Purchase Price, less any claims paid. In either event, a cancellation fee will not be deducted.

If You or Lienholder requests a cancellation after sixty (60) days of purchase or YOU have filed a claim, We agree to calculate and make available an amount calculated pro rata based on time (minus any paid claims if the Contract was not purchased at the time of the Vehicle purchase).

If this Contract is cancelled by Us, for any reason, within the first sixty (60) calendar days, and You have not filed a claim, You will receive a full refund of the Contract Purchase Price. If this Contract is cancellated by Us for a reason other than nonpayment of the Contract purchase price after the first sixty (60) calendar days or You have filed a claim, We shall refund to You one hundred percent (100%) of the unearned pro rata Contract Purchase Price, less any claims paid. If this Contract is cancellated by Us due to Your nonpayment of the Contract purchase price after either the first sixty (60) calendar days or You have filed a claim, We shall refund to You one hundred percent (100%) of the unearned pro rata portion of the Contract Purchase Price which You in fact paid, less any claims paid.

The Lienholder will be the sole payee when the collateral has been repossessed or is a total loss and the lien is still active. If You or Lienholder requests the cancellation, any refund owed will be paid or credited no more than thirty (30) days from the date We or Our designee receives notice of the request to cancel or sooner if required by state law. If We request the cancellation, any refund owed will be paid or credited no more than thirty days from the effective date of the cancellation or sooner if required by state law.

All cancellations are subject to an administrative fee of ten percent (10%) of the Contract Purchase Price or fifty dollars ($50), whichever is less, except in the case of (1) a full refund as described above, or (2) in the event that We request the cancellation. Any pro rata refund described above will be based on time or miles (pro rata mileage will be calculated as elapsed miles divided by the sum of Term miles minus miles on the Vehicle at time of Contract purchase), whichever refund is less.

The **Arbitration Provision** is deleted in its entirety.

Wyoming: Your Duties, Obligations and Maintenance Requirements is amended to include: **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable.

Cancellation Procedures is amended to include the following: **We** shall mail a written notice to **You** at the last known address contained in **Our** records at least ten (10) days prior to cancellation by **Us**. Prior notice is not required if the reason for cancellation is nonpayment of **Our** fee or a material misrepresentation by **You** to **Us** at the time of purchase. The notice shall state the effective date of the cancellation and the reason for the cancellation. If the **Contract** is returned to **Us** by **You** within sixty (60) days of purchase, and no claims have been made under the **Contract**, the **Contract** will be void and **We** shall refund **You** or the **Lienholder** with the full purchase price of the **Contract**. The right to void the **Contract** provided in this subsection is not transferable and shall apply only to the original **Purchaser**, and only if no claim has been made prior to its return to **Us**.

The **Arbitration Provision** is deleted in its entirety.

SAMPLE