



Stage 2 Performance Vehicle Service Contract

Contract No.:		VIN:
Purchaser:		Seller:
Lienholder:		
Year:	Make:	Model:
Contract Purchase Price:		Contract Purchase Date:
Vehicle Purchase Price:	Vehicle Sale Date:	Vehicle Sale Mileage:
Coverage Term Expires on _____ or when odometer exceeds _____ miles, whichever occurs first.		
Deductible at Issuing Dealer:		Deductible at Other Repair Facilities:
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 by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage.


THIS CONTRACT DOES NOT PROVIDE ANY COVERAGE FOR ANY PREEXISTING CONDITIONS.

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

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.

<div><input type="checkbox"/></div> <p>Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Coverage; Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller.</p>	
Signatures for Contract	
Purchaser's Signature: _____ Date: _____	
Co-Purchaser's Signature: _____ Date: _____	
Seller's Authorized Representative: _____ Date: _____	

For terms and conditions, visit our website at: <https://mbpnetwork.com/2a99sefif>

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 parts listed in this **Contract** as authorized by the **Administrator**, if required due to a **Mechanical Breakdown**. The decision concerning the procedure 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**. In the event of a **Mechanical Breakdown** of a listed part covered by the manufacturer's warranty or special policy program, which is subject to a manufacturer's deductible, payment will be provided for the required manufacturer's deductible, less **Your Deductible**. **This Contract is not renewable.**

Definitions

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

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

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.

Deductible: The amount to be paid by **You** for repair or replacement **Cost** of a **Mechanical Breakdown**, per covered repair visit. The **Deductible** amount is shown on the first page of this **Contract**.

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 11222 Quail Roost Drive, Miami, FL 33157. Please call 1-866-306-6694 for instructions.

Mechanical Breakdown: A breakage or total failure of a covered part due to a mechanical or electrical defect which renders the covered part incapable of performing the function for which it was designed. **Mechanical Breakdown** does not provide for repair or replacement to increase performance or correct gradual reduction in operating performance due to wear and tear, nor damage resulting from the failure of non-covered parts. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

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

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

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 **Mechanical Breakdown** coverage applies. This **Contract** will automatically terminate when **You** sell **Your Vehicle** unless it is properly transferred or cancelled as described in this **Contract**.

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.

What to do in the event of a Mechanical Breakdown

Your responsibilities:

1. **Use reasonable means to protect Your Vehicle 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.**
2. If the **Vehicle** cannot be returned to the **Seller**, **take the Vehicle to the nearest franchise dealership or certified Repair Facility**. If the **Administrator** is unable to obtain favorable conditions for the repair of covered failures at a particular **Repair Facility**, **Administrator** reserves the right to prohibit the use of that facility for providing covered repairs. In any such case, at **Your** request, **Administrator** will assist **You** to identify alternative **Repair Facilities** that will provide **You** with favorable conditions for the repair of any covered failure.
3. **Provide the Seller/Repair Facility with this Contract and ensure that prior authorization is obtained from Administrator.** **Administrator** reserves the right to require an inspection of **Your Vehicle** prior to repairs.
4. After the **Repair Facility** has obtained authorization for the repair, **within thirty (30) days, submit necessary documentation to Administrator** for authorized reimbursement. Mail to: Mechanical Breakdown Protection, Inc., 250 NE Mulberry St., Lee's Summit, MO 64086, Fax to: (816) 347-8224, or email to: claimpayments@mbpnetwork.com.

Repair Facility responsibilities:

1. The **Repair Facility** must contact **Administrator** 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 **Mechanical Breakdown**.
3. Obtain a claim authorization number from **Administrator** prior to any repairs.

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

Emergency Repair Status

Should an emergency occur which requires a **Mechanical Breakdown** repair to be made at a time when **Administrator** is closed for business, **You** may elect to proceed with the repair without prior authorization. **However, You must call Administrator toll free at (800) 325-7484 no later than the next business day to determine if such**

repair will be covered under this Contract. If covered, **You** will be eligible for reimbursement of **Costs** on covered repairs, provided **You** follow all other procedures outlined in this section. **You** must also obtain documentation detailing any repairs performed and associated itemized **Costs** from the **Repair Facility**.

Your Duties, Obligations and Maintenance Requirements

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.

For this **Contract** to remain in effect, **You** must maintain the **Vehicle** in accordance with the manufacturer's published maintenance requirements and maintain proper fluid levels. If **You** do not have the **Vehicle'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 Administrator so that Administrator can verify that the maintenance was performed.**

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.

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 \$125 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 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 \$150 per day up to three (3) days, not to exceed \$450 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 five (5) calendar days. The maximum expense allowance is \$50 per day, not to exceed \$250 per visit. If due to parts unavailability, and the repair cannot be completed in five (5) calendar days, up to an additional five (5) calendar days may be allowed at \$50 per day with a maximum additional benefit of \$250. **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.**

Lifted/Lowered Vehicle Option

This option **must be selected at time of Contract purchase** for a **Vehicle** equipped with a body or suspension lift or lowering kit (parts used to lift a **Vehicle** or its suspension). If **You** elected the **Lifted/Lowered Vehicle Option** and the **Lifted/Lowered Vehicle Option** is indicated on the first page of this **Contract** under "**Your coverage includes:**", this **Contract** covers any **Mechanical Breakdown** of a covered part resulting from a professionally installed lift or lowered kit and or tire modification to an originally installed covered manufacturer component. **The modifications and all of their assemblies that are in addition to factory installed parts are excluded from coverage.**

The maximum increase for a body and or suspension lift cannot exceed six inches (6"). The maximum lowering of a suspension from the original manufacturer's specifications is three inches (3"). The maximum tire height modification is four inches (4") or thirty-five inches (35") in total height, whichever is less. **No coverage is provided if the tires are not Department of Transportation on-road approved tires.** No **Mechanical Breakdown** will be covered if **Vehicle** is lifted, lowered, and/or tire modifications are beyond the limits stated above.

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 void this Contract. In such case, We will cancel the Contract and provide You with a refund as described under Cancellation Procedures.

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 **General Exclusions from Coverage #16 and 17** for specific limitations in coverage and usages.

General Exclusions from Coverage #16 is deleted and replaced with: Any Vehicle when used for: police, fire or emergency services, principally off-road use, shuttle, taxi, limousine service, livery, vehicle transportation, mail delivery.

General Exclusions from Coverage #17 is deleted and replaced with: Any Vehicle manufactured as a motor home, RV, step van, or over one ton or over 13,000 lbs. GVWR. Any Vehicle equipped with 10 or more-cylinder engines. Any limited production, or ultra-high-performance Vehicle.

Powertrain Coverage

This Contract covers Your Vehicle only for the parts and related labor listed under **Covered Parts** described below. **If a part is not listed, it is not covered.** Additionally, it does not provide coverage for those items listed under **Exclusions from Coverage**.

Covered Parts

Engine: Limited to all internally lubricated parts. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Engine assembly. **The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Engine component is limited to \$13,000.00.**

Transmission: All internally lubricated parts contained within the transmission case. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Torque converter and the transmission case. **The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Transmission component is limited to \$2,000.00.**

Transfer Case Optional Coverage:

This option must be selected at time of Contract purchase. If You elected the **Transfer Case Optional Coverage** and the **Transfer Case Optional Coverage** is indicated on the first page of this Contract under "Your coverage includes:", in addition to the **Covered Parts** listed above under **Powertrain Coverage**, this Contract covers the parts and related labor for the **Covered Parts** described below. **If a part is not listed, it is not covered.** Additionally, it does not provide coverage for those items listed under **Exclusions from Coverage**.

Engine: Limited to all internally lubricated parts. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Engine assembly. **The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Engine component is limited to \$13,000.00.**

Transmission: All internally lubricated parts contained within the transmission case. The following external parts are covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: Torque converter and the transmission case. **The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Transmission component is limited to \$2,000.00.**

Transfer Case – 4X4, AWD: All internally lubricated parts contained within the transfer case. The following external part is covered only if damage is caused resulting from the failure of an internally lubricated part or a manufacturer's defect: The transfer case. **The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Transfer Case component is limited to \$1,000.00.**

Exclusions from Coverage

This Contract does not provide coverage for:

1. Any loss or expense resulting from the repair or replacement of a part not authorized by Administrator with the exception of Mechanical Breakdown repairs otherwise covered under this Contract which were performed in accordance with the Emergency Repair Status provision above, so long as You followed all provisions outlined in the Emergency Repair Status provision.
2. Any loss or expense beyond Cost to repair or replace a covered part.
3. Any loss or expense caused by a failure to properly operate or care for the Vehicle (before or after a Mechanical Breakdown occurs) including negligence, damage, misuse, abuse, using the Vehicle for competitive driving, racing or off-road trails or hauling or towing any load exceeding the manufacturer's rated capacity or limitations of the Vehicle.
4. Any loss or expense resulting from the failure of an excluded part, or a non-covered part, or the lack of proper maintenance services or any part not required in connection with an authorized repair or replacement of a covered part, and consequential damage which is defined as damage created by or to a non-covered part by or to a covered part, unless specifically stated otherwise in the coverage You purchased.
5. Repair or replacement of any part to correct conditions that existed prior to the Contract Purchase Date of this Contract.
6. Repair or replacement of any part while covered by any manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
7. Repair or replacement of any part if the odometer has ceased to operate and is not immediately repaired, or the odometer has been altered, tampered with, disconnected, or in any way misrepresents the Vehicle's actual mileage after You purchased Your Vehicle. This includes but is not limited to mileage misrepresentation caused by the modification of Your Vehicle with undersized or oversized tires.
8. Any Mechanical Breakdown which does not occur during or is not reported to Administrator within the Term of Your Contract unless expiration of the Contract falls on a holiday or weekend; then the next business day will be acceptable.
9. Any Mechanical Breakdown that occurs or repairs that are made outside of the United States of America or Canada.
10. Any Mechanical Breakdown of a part resulting from Your refusal to previously perform reasonable repairs or maintenance service recommended by the Repair Facility or Administrator.
11. Any Mechanical Breakdown caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any Mechanical Breakdown to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge, or carbon deposits, including but not limited to stuck oil control/compression rings, improperly seated valves, piston damage, piston ring land damage, cylinder scoring due to seized rings, fuel injectors, and/or GDI injectors.
12. Any Mechanical Breakdown of any part not installed or supplied by the factory or does not meet or exceed Vehicle factory specification.
13. Any Mechanical Breakdown caused by improper or mismatched tire and or wheel sizes according to manufacturer's guidelines.
14. Any vehicle with modifications or alterations done before or after the effective date of this Contract which do not meet the manufacturer's guidelines. This includes but is not limited to modifications to the emissions system, electrical system, engine (improved air filters are not

considered a modification), drivetrain, or frame. This exclusion does not apply to Roush approved components, modifications, or alterations purchased and installed/performed prior to the effective date of this Contract. If You did not elect the Lifted/Lowered Vehicle Option and the Lifted/Lowered Vehicle Option is not indicated on the first page of this Contract under "Your coverage includes:", the following additional exclusion applies: Any vehicle that is used or equipped with any suspension modifications (such as a lift or lowering kit) which do not meet the manufacturer's guidelines. This additional exclusion does not apply to Roush approved suspension modifications purchased and installed/performed prior to the effective date of this Contract.

15. Any Vehicle when used for: Commercial Use, police, fire or emergency services or other public service, principally off-road use, snow removal, shuttle, taxi, limousine service, livery, Commercial Use, delivery or hauling services, vehicle transportation, mail delivery, security services, oil field use, cable or line installation or removal, or any Vehicle used by multiple drivers.
16. Any vehicle equipped with a dump bed, towing equipment, snowplow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts). Any vehicle manufactured as a motor home, RV, step van, high-cube van, box body, cab or chassis, or over one ton or over 13,000 lbs. GVWR. Any vehicle equipped with 10 or more-cylinder engines. Any limited production, or ultra-high-performance vehicle.
17. Any vehicle sold by other dealers, lessors, or private parties when the manufacturer's original full warranty coverage is reduced or voided. This exclusion does not apply to any vehicle where the manufacturer's original full warranty coverage is reduced or voided due to the installation of Roush approved components prior to the effective date of this Contract.
18. The normal maintenance services and parts required or recommended by Your Vehicle manufacturer or other normal maintenance service and parts which include, but are not limited to: engine tune up, suspension alignment, and wheel balancing. Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered Mechanical Breakdown.
19. The expense of diagnostic inspection, disassembly, and reassembly, if the inspection determines that the failure was not a Mechanical Breakdown under the Terms and Conditions of this Contract.
20. Collision or upset, breakage of glass, missile falling objects, fire, theft, larceny, explosions, 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.
21. 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.
22. Incidental or consequential damages including, but not limited to, loss of use of specified Vehicle or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance 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.
23. Use of fuel with an octane rating less than 91 (R+M)/2 (requires premium fuel).
24. Covered parts being tampered with or altered from factory specifications (Original Equipment Manufacturer ("OEM") or Roush) such as supercharger pulley and supercharger porting.
25. The use of non-Roush approved accessories, such as, headers, air inductions, unsupported fuel additives, camshafts, nitrous oxide systems, and other aftermarket products.
26. Abuse related to overloading, PCM recalibration or lack of using the Roush calibration, misuse, negligence, road conditions, unapproved tire size and/or tire compound, and other non-approved modifications. APPROVED MODIFICATIONS ARE LIMITED TO THE FOLLOWING: exhaust modifications beyond the catalytic converter (referred to as cat-back or post cat); wheel and tire modifications that are within fifteen percent (15%) of OEM or factory-equipped size (modified tires are only allowable if they are one hundred percent (100%) street compound).

Other Items of Importance

Limit of Liability

1. 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 amounts described below in paragraphs 2 through 4. In no such event will the liability for each Mechanical Breakdown covered under this Contract exceed the actual cash value of the Vehicle (based upon the current J.D. Power Official Used Car Guide retail value of the Vehicle) immediately preceding the Mechanical Breakdown.
2. The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Engine component is limited to \$13,000.00.
3. The total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Transmission component is limited to \$2,000.00.
4. If You elected the Transfer Case Optional Coverage and the Transfer Case Optional Coverage is indicated on the first page of this Contract under "Your coverage includes:", the total of all benefits paid or payable under this Contract for any Mechanical Breakdowns due to the breakage or failure of a covered Transfer Case component is limited to \$1,000.00. If You did not elect the Transfer Case Optional Coverage and the Transfer Case Optional Coverage is not indicated on the first page of this Contract under "Your coverage includes:", then the Transfer Unit is not a Covered Part under this Agreement.

Our Right to Recover Funds Paid on Your Behalf

If You have a right to recover any funds that We have paid under the Contract, including all rights to proceed against any supplier, rebuilder, or manufacturer for the cost of any defective covered part or Costs 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 Costs and only after You are fully compensated for Your loss.

Subrogation Clause

You hereby assign to the **Administrator** all rights to proceed against any supplier, rebuilder, or manufacturer for the cost of any defective covered part or any damages or costs paid by the **Administrator** arising from the defective covered part.

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** 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 the Vehicle. In the event the required documentation is postmarked after thirty (30) days of the sale of the Vehicle, then this Contract is deemed NON-TRANSFERABLE.

Transfer of Manufacturer's Warranty

You are responsible for the transfer and payment of any applicable transfer fees to retain all manufacturer's warranties available on the Vehicle. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had been made.

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 or when **You** sell the Vehicle without transfer of this Contract. 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 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 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 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. No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Arizona: 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 Coverage, items 3 and 14 are deleted and replaced with the following:

3. Any loss or expense caused by a failure to properly operate or care for the Vehicle (before or after a Mechanical Breakdown occurs) including: negligence, damage, misuse, abuse, using the Vehicle for competitive driving, racing or off-road trails or pulling a trailer exceeding the manufacturer's rated capacity of the Vehicle while owned by You.

14. Any vehicle with modifications or alterations done before or after the effective date of this Contract, while owned by You, which do not meet the manufacturer's guidelines. This includes but is not limited to modifications to the emissions system, electrical system, engine (improved air filters are not considered a modification), drivetrain, or frame. This exclusion does not apply to Roush approved components, modifications, or alterations purchased and installed/performed prior to the effective date of this Contract. If You did not elect the Lifted/Lowered Vehicle Option and the Lifted/Lowered Vehicle Option is not indicated on the first page of this Contract under "Your coverage includes:", the following additional exclusion applies: Any vehicle that is used or equipped with any suspension modifications (such as a lift or lowering kit) which do not meet the manufacturer's guidelines. This additional exclusion does not apply to Roush approved suspension modifications purchased and installed/performed prior to the effective date of this Contract. 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 reference 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.

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., phone number 602-364-2499 or difi.az.gov.

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: **What to do in the Event of a Mechanical Breakdown** is amended to include the following: 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 coverage amounts listed in this section 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: 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 or when You sell the Vehicle without transfer of this Contract. 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 paid, 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.

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 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. 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, 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 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 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: The third paragraph on page 1 is revised to read **"THIS CONTRACT DOES NOT PROVIDE ANY COVERAGE FOR ANY PREEXISTING CONDITIONS KNOWN 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).

This **Contract** provides cancellation benefits for **You** and **Us** only. **You** may cancel this **Contract** at any time, including when a loss of the **Contract** occurs or when **You** sell the **Vehicle** without transfer of this **Contract**. 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. The **Lienholder** is not considered a party to the **Contract** and may not cancel the **Contract**.

In the event a request from **You** or **Us** is made within sixty (60) days of purchase, a full refund of the **Contract Purchase Price** will be allowed, less any claims paid. If **You** or **We** 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 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 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 forty-five (45) 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.

General Exclusions from Coverage, items 5, 7, 10, 11, and 14 are deleted and replaced with the following:

5. **Repair or replacement of a listed part to correct conditions that existed prior to the purchase date of this Contract and were known to You.**
7. **Loss or expense to the Vehicle, when the odometer is inoperative or stopped, improper recorded calculation tampered with or altered while owned by You.**
10. **Any Mechanical Breakdown of a part resulting from Your refusal to previously perform reasonable repairs or maintenance.**
11. **Any Mechanical Breakdown caused by overheating (regardless of the cause), freezing, inadequate coolant, lubricants or fluids, or any Mechanical Breakdown to a part resulting from contamination of fluids, rust, corrosion, foreign material, or carbon deposits, including but not limited to stuck oil control/compression rings, improperly seated valves, piston damage, piston ring land damage, cylinder scoring due to seized rings, fuel injectors, and/or GDI injectors..**
14. **If there are modifications and/or alterations to the Vehicle that were known by You or with Your knowledge and not recommended by the manufacturer, including, but not limited to, all frame or suspension modifications, lift kits, lowering kits, emissions and/or engine modifications (improved air filters are not considered a modification) done before or after the effective date of this Contract, the Vehicle does not qualify for coverage. This exclusion does not apply to Roush approved components, modifications, or alterations purchased and installed/performed prior to the effective date of this Contract. If You did not elect the Lifted/Lowered Vehicle Option and the Lifted/Lowered Vehicle Option is not indicated on the first page of this Contract under "Your coverage includes:", the following additional exclusion applies: Any vehicle that is used or equipped with any suspension modifications (such as a lift or lowering kit) which do not meet the manufacturer's guidelines. This additional exclusion does not apply to Roush approved suspension modifications purchased and installed/performed prior to the effective date of this Contract. Any failure to a covered part due to improper tire/wheel size.**

Your Duties, Obligations and Maintenance Requirements, the sentences "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." shall be replaced with "If You fail to perform any of the above Duties, Obligations or Maintenance Requirements, coverage under this Contract will be denied."

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

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."

Hawaii: 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: 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.

This **Contract** does not include coverage for **Mechanical Breakdowns** 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 11222 Quail Roost Drive, Miami, FL 33157. 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.

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 11222 Quail Roost Drive, Miami, FL 33157. Please call 1-866-306-6694 for instructions.

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

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 **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.

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, 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** 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, 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 11222 Quail Roost Drive, Miami, FL 33157. 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, ABIC. To do so, please call the insurer, ABIC, at the following toll-free number for instructions: 1-866-306-6694.

Definitions, Mechanical Breakdown is amended to include the following: "This **Contract** does include coverage for **Mechanical Breakdowns** 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 forty-five (45) 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 or when **You** sell the Vehicle without transfer of this Contract. **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 (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 refund You one hundred percent (100%) of the unearned pro rata Contract Purchase Price (minus any paid claims if the Contract was not purchased at the time of the Vehicle purchase).

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 prorated purchase price of this Contract, less the amount of any claims paid. 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 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.

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 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 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 forty-five (45) 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.

The Arbitration Provision is deleted in its entirety.

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: 11222 Quail Roost Drive, Miami, FL 33157 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 forty-five (45) 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 less claims paid will be allowed. 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: 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, Obligations and Maintenance Requirements, 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).

General Exclusions from Coverage, Item 14 is deleted and replaced with the following: **14. Any vehicle with modifications done before or after the effective date of this Contract which do not meet the manufacturer's guidelines. This includes but is not limited to modifications to the emissions system, electrical system, engine (improved air filters are not considered a modification), drivetrain, or frame. This exclusion does not apply to Roush approved components, modifications, or alterations purchased and installed/performed prior to the effective date of this Contract. This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Vehicle or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract. This additional exclusion does not apply to Roush approved suspension modifications purchased and installed/performed prior to the effective date of this Contract.**

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. 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 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 and Us only. You may cancel this Contract at any time, including when a loss of the Contract occurs or when You sell the Vehicle without transfer of this Contract. 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 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.

If You or We 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. 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 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 this Contract. If You request 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 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. 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. No claims or repairs incurred or paid may be deducted from any refund.

The Arbitration Provision is deleted in its entirety.

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.

Cancellation Procedures section is amended as follows: Any reference to "a fifty-dollar (\$50) cancellation fee" is deleted and replaced with a fifty-dollar (\$50) cancellation fee or ten percent (10%) of the 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, 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: 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 11222 Quail Roost Drive, Miami, FL 33157. 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 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 or when You sell the Vehicle without transfer of this Contract. 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 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 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 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: **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, 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 or when You sell the Vehicle without transfer of this Contract. 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.

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.

Cancellation Procedures is deleted and replaced with the following: If **You** 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 **Lienholder** cancels 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**, whichever is less, and the actual cost of any service provided under the **Contract**. If **You** 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 **You** or **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 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 impeached or struck.

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

South Carolina: 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**, 11222 Quail Roost Drive, Miami, FL 33157. 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, Obligations and Maintenance Requirements 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 forty-five (45) 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.

Your Duties, Obligations and Maintenance Requirements is amended to add the following: 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.

Your Duties, Obligations and Maintenance Requirements, the following is 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."**

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**).

This **Contract** provides cancellation benefits for **You** and **Us**. **You** may cancel this **Contract** at any time, including when a loss of the **Contract** occurs or when **You** sell the **Vehicle** without transfer of this **Contract**. 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).

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. 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.

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 11222 Quail Roost Drive, Miami, FL 33157. Please call 1-866-306-6694 for instructions.

Exclusions from Coverage, item 3 is amended to include the following: **A claim for coverage based on Your failure to maintain the vehicle properly cannot be denied, unless the failure to maintain the vehicle involved failed part or parts.**

Exclusions from Coverage, item 10 is deleted and replaced with the following: **10. Any Mechanical Breakdown of a part resulting from Your refusal to previously perform reasonable repairs or maintenance services which are covered under this contract and recommended by the Repair Facility or Us.**

Your Duties, Obligations and Maintenance Requirements, is deleted and replaced with the following: 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. **You** have the duty to follow the owner's manual for **Your Vehicle**, if applicable. 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** are responsible for taking immediate corrective action to repair, at **Your** expense, lubricant leaks discovered at any time. If **You** fail to perform any of the above Duties, Obligations or Maintenance Requirements, **We** reserve the right to deny payment for repairs or replacement that is directly related to a failure to follow manufacturer's maintenance requirements.

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**.

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.

Wisconsin: The following is added to **Your Contract**: **NOTICE: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

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, 11222 Quail Roost Drive, Miami, FL 33157. 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, 11222 Quail Roost Drive, Miami, FL 33157 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.

What to do in the event of a Mechanical Breakdown, Your responsibilities, is amended to include: 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.

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 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 or when You sell the Vehicle without transfer of this Contract. 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 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 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 cancelled 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 cancelled 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 **Lienholder** is not considered a party to the **Contract** and may not cancel the **Contract**.

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