

**VEHICLE SERVICE CONTRACT**



**American Auto Guardian, Inc.**  
**(888) 442-2886**

**DECLARATION**

<b>VEHICLE PURCHASER</b>	Vehicle Purchaser		Contract Number		
	Address		Telephone		
	City	State	ZIP Code		
<b>VEHICLE</b>	Contract Purchase Date		Odometer Reading at Purchase Date	Vehicle Identification Number (VIN)	
	Year	Make	Model		
<b>DEALER INFORMATION</b>	Dealer Name			Dealer Code	Telephone
	Address				
	City	State	ZIP Code		
<b>LIENHOLDER INFORMATION</b>	Lienholder Name				Telephone
	Address				
	City	State	ZIP Code		

<b>Deductible:</b>	<input type="checkbox"/> Disappearing (New Only) <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$250 <i>(If no box is checked, the \$250 Deductible applies)</i>	Vehicle Class	Contract Purchase Price*
--------------------	---	---------------	--------------------------

<b>Coverage:</b>	<input type="checkbox"/> Ultimate           (ULT-08AB/ULTU-08AB)	<input type="checkbox"/> Classic           (CLASSIC-08AB/CLASSICU-08AB)	<input type="checkbox"/> Powertrain           (PWTRN-08AB/PWTRNU-08AB)
------------------	--	---	--

<b>Term:</b>	_____,000 Months      Miles <i>(Only times/mileages shown on current rate card are eligible)</i>	<input type="checkbox"/> New Vehicle Term <i>(Total Odometer Miles)</i>	<input type="checkbox"/> Second Owner New Vehicle Term (ULT-08AB2N) <input type="checkbox"/> Used Vehicle Term <i>(Select Mfg. Only)</i>
		<input type="checkbox"/> Wrap Vehicle Term (ULT-08WRAPAB)	<input type="checkbox"/> Certified Wrap Vehicle Term (ULT-08WRAPABC) <i>(Cost of Certification Required)</i>

<b>Required Surcharges:</b>	<input type="checkbox"/> Diesel <input type="checkbox"/> Hybrid Electric Vehicles Package <input type="checkbox"/> Business Use (New Only, Maximum Existing Mileage 12,000) _____ Type of Business Use
-----------------------------	--

<b>Optional Surcharges:</b>	<input type="checkbox"/> Luxury Package (08ABL/08WFL/08ABL) (New Ultimate Coverage Only) <input type="checkbox"/> Oil Change Plan (OIL-08AB) (12/24/ERM) (Excludes Vehicles with Diesel Engines) <input type="checkbox"/> Immediate Rental (F9-RENT)
-----------------------------	---

Performance under this Vehicle Service Contract is insured by an insurance policy issued to US by American Bankers Insurance Company of Florida.

This Vehicle Service Contract is a service contract, and is not a contract of insurance.

The purchase of this Vehicle Service Contract is not required in order to purchase or obtain financing for YOUR motor vehicle.

\* The Vehicle Service Contract purchase price is paid in single payment unless this box is checked  for installment payment.

The lienholder has been named as an additional loss payee.

The entity selling this Vehicle Service Contract is entitled to receive compensation for its sale.

Your maintenance responsibilities are set forth in Section I.

Please note that this Vehicle Service Contract contains an arbitration clause. See Section O.3.

**PLEASE READ THIS VEHICLE SERVICE CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US, AND SUPERCEDES ANY ORAL OR WRITTEN STATEMENTS MADE TO YOU WITH RESPECT TO THE AMOUNT OF COVERAGE TO WHICH YOU ARE ENTITLED. IF THE VEHICLE TO BE COVERED IS NOT ELIGIBLE FOR THE PLAN OR TERM CHOSEN, THIS CONTRACT IS INVALID.**

By signing below, I acknowledge that I have read, understand and accept all the terms and conditions of this Vehicle Service Contract, and that I am not relying on any oral or written representations that are not contained therein.

Customer's Signature _____	Date _____	Dealer Representative's Signature _____
----------------------------	------------	---

**TABLE OF CONTENTS**

- |  |   |
|--|---|
| A. Definitions   | I. Your Responsibilities                    |
| B. Limits of Liability                                       | J. Roadside Assistance                      |
| C. Other Service Contracts, Warranties or Insurance Policies | K. Instructions in the Event of a Breakdown |
| D. Our Responsibilities                                      | L. Contract Cancellation Provisions         |
| E. List of Covered Parts                                     | M. Who to Contact                           |
| F. Events Which Are Not Covered                              | N. Transfer of Contract                     |
| G. Supplementary Coverages                                   | O. General Provisions                       |
| H. Optional Coverages  |   |

Administered by: **American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925, (888) 442-2886**

The Obligor shall have no liability for anything other than the obligations delineated in this CONTRACT.

#### A. DEFINITIONS

**ADMINISTRATOR:** means American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006. In this administrative capacity, American Auto Guardian, Inc. is not a party to this CONTRACT and has no liability to YOU under this CONTRACT.

**BREAKDOWN:** means any COVERED PART(S) that fails to perform the function it was intended to perform due to a mechanical or electrical defect, or fails to perform within manufacturer's specifications. A BREAKDOWN does not include a gradual reduction in operating performance due to normal wear and tear.

**CERTIFIED WRAP VEHICLE TERM:** means a WRAP VEHICLE TERM for a VEHICLE certified by the manufacturer of the VEHICLE.

**CONTRACT:** means this Vehicle Service Contract.

**COVERED PART(S):** means the individual items specifically listed under **Section E – LIST OF COVERED PARTS** – for the plan of coverage selected on the Declaration Page.

**DEALER:** means the issuing dealer named in the Declaration Page, and from whom YOU purchased this CONTRACT. No agency relationship exists between the DEALER and ADMINISTRATOR or between the DEALER and US.

**DEDUCTIBLE:** means the amount indicated on the Declaration Page that YOU must pay per visit for covered repairs. If no box is checked, YOUR DEDUCTIBLE is two hundred fifty dollars (\$250.00). The Disappearing Deductible means there is no DEDUCTIBLE when YOU return to the selling DEALER for repairs, but repairs done away from the selling DEALER will be a one hundred dollar (\$100.00) deductible per repair visit. The DEDUCTIBLE does not apply to supplementary coverages (Section G).

**NEW VEHICLE TERM/SECOND OWNER NEW VEHICLE TERM:** means the months/mileage indicated that this CONTRACT is in force, whichever comes first, and includes the time period and mileage of the manufacturer's warranty. The term begins on the CONTRACT'S purchase date. The mileage indicates the total odometer mileage in thousands at which this CONTRACT expires.

**WRAP VEHICLE TERM:** means the months/mileage indicated that this CONTRACT is in force, whichever comes first, and includes the time period and mileage of the manufacturer's warranty. The term begins on the VEHICLE'S original in service date. The mileage indicates the total odometer mileage in thousands at which this CONTRACT expires. The WRAP VEHICLE TERM cannot exceed the manufacturer's powertrain warranty.

**USED VEHICLE TERM:** means the months/mileage indicated that this CONTRACT is in force, whichever comes first, and includes the time period and mileage of the manufacturer's warranty. The term begins on the CONTRACT'S purchase date. The mileage is the number of miles in thousands for which this CONTRACT is in force, and is in addition to the mileage on the CONTRACT'S purchase date.

**PRE-EXISTING CONDITION:** means a condition to a COVERED PART of YOUR VEHICLE, whether known or unknown to YOU, that existed prior to the effective date of YOUR CONTRACT, or which may reasonably be assumed to have existed prior to the effective date of YOUR CONTRACT.

**VEHICLE:** means the VEHICLE covered by this CONTRACT.

**WE, US, or OUR:** means the Obligor under this CONTRACT, **United Service Protection Corp., P.O. Box 21647, St. Petersburg, FL 33742.** The DEALER who sells the VEHICLE to YOU and issues this CONTRACT will be considered the Obligor in those states that require the DEALER to be the Obligor as shown on the attached Special State Disclosures pages. To learn more about how United Service Protection Corp., an Assurant Solutions company, uses YOUR information, please visit OUR website at [www.assurant.com](http://www.assurant.com).

**YOU, YOUR:** means the purchaser of this CONTRACT, or properly designated transferee.

#### B. LIMITS OF LIABILITY

**THE DOLLAR TOTAL OF ALL BENEFITS PAID OR PAYABLE UNDER THIS CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF THE VEHICLE PAID BY THE ORIGINAL PURCHASER OF THIS CONTRACT. THE TOTAL DOLLAR BENEFITS PAYABLE FOR ANY SINGLE REPAIR OR REPLACEMENT SHALL NOT EXCEED THE CASH VALUE OF THE VEHICLE IMMEDIATELY PRIOR TO BREAKDOWN AS DETERMINED BY THE MOST RECENT NATIONAL AUTO RESEARCH BLACK BOOK FOR A VEHICLE IN AVERAGE CONDITION.**

**LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR BREACH OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY EXCLUDED. SUCH INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, AND COMMERCIAL LOSS.**

**THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY ONLY TO THE EXTENT ALLOWED BY LAW.**

**OUR ADMINISTRATOR MAY REJECT THIS CONTRACT WITHIN THIRTY (30) DAYS OF RECEIPT AND PROVIDE A FULL REFUND. CONFIRMATION OF COVERAGE MAY BE OBTAINED BY CONTACTING OUR ADMINISTRATOR AT (888) 442-2886.**

**THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.**

#### C. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

If more than one service contract, warranty or insurance policy can be applied to a BREAKDOWN, coverage under this CONTRACT shall be excess over all other coverage, whether valid or collectible, except for benefits that may be applicable under **Section G – SUPPLEMENTARY COVERAGES** – of this CONTRACT.

#### D. OUR RESPONSIBILITIES

Subject to the terms and conditions set forth herein, WE will repair or replace, or have repaired or replaced, any COVERED PART which breaks down, subject to the DEDUCTIBLE and the Limits of Liability. **If YOU are unable to return YOUR VEHICLE to the selling DEALER for repair or replacement, follow the procedure described in Section K – INSTRUCTIONS IN THE EVENT OF A BREAKDOWN.** WE will reimburse YOU for pre-authorized reasonable expenses (as determined by OUR ADMINISTRATOR in its sole discretion) incurred for the repair or replacement of the COVERED PART(S). Reasonable expenses are not to exceed the manufacturer's suggested retail price for parts and the repair facility's published hourly labor rate, multiplied by the appropriate operation time as published in an authorized national labor time guide. Replacement may be made, in OUR sole discretion, with a part which is new, of like kind and quality compatible with the original design specifications and wear tolerances of YOUR VEHICLE, remanufactured or used.

#### E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE PLAN YOU CHOOSE.

##### 1. Powertrain Coverage:

- a. **Engine Group:** All internal lubricated parts; engine block; engine head(s); exhaust manifold; expansion plugs; intake manifold; mounts; oil pan; super/turbocharger; timing belt or chain; valve cover(s); water pump; seals and gaskets.
- b. **Transmission Group** (Including Transfer Case if Four Wheel Drive): All internal lubricated parts within the transmission and transfer case; cooler lines (metal); mounts; throttle valve cable; torque converter; transmission and transfer case housings; vacuum modulator; seals and gaskets.
- c. **Front/Rear Wheel Drive Group:** All internal lubricated parts within the drive/trans-axle assembly including: axles and axle shafts; constant velocity joints (but not constant velocity boots or related failures); drive/trans-axle housing; drive shaft support; front hub bearings; front hub locking assemblies (four wheel drive); propeller shafts; universal joints; seals and gaskets.

2. **Classic Coverage:** Components listed above for Powertrain Coverage in addition to the following components.
  - a. **Brake Group:** Brake booster; calipers; combination valve; lines and fittings (metal only); master cylinder; wheel cylinders; seals and gaskets.
  - b. **Front Suspension Group:** Ball joints; control arms; bushings and shafts; kingpins and kingpin bushings; spindles; wheel bearings; wheel seals; seals and gaskets.
  - c. **Steering Group:** All internal lubricated parts within the steering gear and power steering pump; power cylinder; steering gear and pump housing; seals and gaskets.
  - d. **Electrical Group:** Alternator; alternator voltage regulator; brake light switch; distributor; bushings, gear, housing and shaft (excludes cap, rotor and wires); horns; ignition coil; ignition switch (excludes lock cylinder and coded keys); starter: motor, solenoid and starter relay (excludes any damage to flywheel, flexplate and ring gear); and windshield wiper motor.
  - e. **Air Conditioning Group:** Accumulator; blower motor; compressor: bearings, clutch, internal parts and pulley; condenser; evaporator; receiver/dryer; seals and gaskets; compressor housing; and refrigerant ONLY if needed in conjunction with the repair of an above listed part.
  - f. **Fuel Group:** Fuel pump; fuel tank; metal fuel lines; fuel injectors; fuel distributor; fuel injection pump; diesel injectors; diesel injector pump; and vacuum booster pump.
  - g. **Anti-Lock Brake System:** Accumulator; electronic control unit and module; hydraulic pump; isolation dump valve; relays and sensors (excludes sensor rings).
  - h. **Cooling System:** Cooling fan: blade assembly, clutch and motor; heater core; radiator; thermostat; seals and gaskets.
  - i. **Comprehensive Package:** Air conditioning: orifice tube, suction control devices and thermostatic expansion valve; antenna motor and mast (power factory installed only); door lock actuators/solenoids (power only); ignition cylinder; keyless entry system; ignition module; main electronic control unit; door lock switches; window switches; washer pump motor; power window: gear, motor, and regulator; and 4x4 engagement motor.
3. **Ultimate Coverage:**

Any BREAKDOWN of YOUR VEHICLE less the DEDUCTIBLE, except for items and exclusions listed in **Section F – EVENTS WHICH ARE NOT COVERED**.

#### F. EVENTS WHICH ARE NOT COVERED

This CONTRACT does not cover the following:

1. Repair and/or replacement of COVERED PART(S) not authorized by US.
2. Scheduled maintenance, adjustments, wear items and the following: plasma TVs; batteries; body and trim items; active, passive or supplemental restraint systems; belts; brake drums and rotors; cellular phone; exhaust system; friction materials; glass; convertible top; electronic driver information display and module; Onboard Communication Systems, (i.e., OnStar); perimeter warning systems; infrared vision systems; hoses; light bulbs; manual transmission clutch disc lining; throw out bearing and pressure plate; spark plugs; ignition wires; tires; water leaks; noises; wheel balancing; and wiper blades. Filters, lubricants, coolants and refrigerants are covered only if replacement is required in connection with a BREAKDOWN. Additional limited coverage for certain of the above excluded items is available under the Luxury Package, but only if the appropriate surcharge has been paid and the option marked on the Declaration Page. See Section H - LUXURY PACKAGE for a list of covered components.
3. Any equipment not installed by the manufacturer.
4. A BREAKDOWN that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged, or that the manufacturer will repair at its expense.
5. Any replacement part supplied by anyone but the manufacturer of YOUR VEHICLE, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the VEHICLE'S manufacturer.
6. VEHICLES in excess of one ton, or with dual rear wheels, or with a fifth wheel, or which are equipped for plowing or towing, or with diesel engines. Under the Diesel Option, new and used diesel VEHICLES are eligible for coverage, but only if the applicable surcharge has been paid and the option marked on the Declaration Page.
7. VEHICLES not certified for sale in the United States at the time of manufacture, or VEHICLES that do not have a valid manufacturer's VIN, or are titled branded as salvage, junk, rebuilt, totaled, flood damaged or TMU (True Mileage Unknown).
8. A BREAKDOWN caused by negligence, misuse, improper servicing, or failure by YOU to perform required services or a BREAKDOWN caused by the lack of proper and necessary amounts of coolants or lubricants, or by overheating.
9. A BREAKDOWN caused by sludging of oil.
10. A BREAKDOWN caused by accident, civil commotion, riot, or terrorism, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, corrosion, rust, theft, larceny, vandalism, water, water contamination, windstorm, and other external forces or events.
11. Any VEHICLE used commercially or used for competitive or off road racing. Under the Business Use Option, new VEHICLES are eligible for coverage if used for route sales, route service, inspections, examinations, maintenance, repair and gardening, but only if the appropriate surcharge has been paid and the option marked on the Declaration Page.
12. Any VEHICLE used for towing in excess of what is recommended by the manufacturer.
13. A BREAKDOWN if the VEHICLE'S odometer is broken, has been altered and/or has ceased to operate so that the actual vehicle mileage cannot be determined.
14. A gradual reduction in operating performance where a mechanical BREAKDOWN has not occurred. This includes, but is not limited to, valve and ring repairs designed to improve engine compression, or reduce oil consumption.
15. A BREAKDOWN caused by a PRE-EXISTING CONDITION.
16. A BREAKDOWN caused by alterations to the VEHICLE that affects the operation of a COVERED PART. This includes, but is not limited to, exhaust headers, oversized tires and suspension lift kits.
17. A BREAKDOWN or repair occurring outside of the United States or Canada.
18. A BREAKDOWN to a COVERED PART caused by the failure of a non-covered part.
19. Components or parts which have not failed or resulted in a BREAKDOWN, but which due to recommendation of the manufacturer or the repair facility, require repair or replacement.
20. Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists.
21. A BREAKDOWN which is covered by the manufacturer's warranty or would have been covered by the manufacturer's warranty but for YOUR failure to comply with the manufacturer's guidelines, or a BREAKDOWN covered by a recall or special policy from the manufacturer, or by a repairer's warranty or guarantee, or by the DEALER under state law.
22. A BREAKDOWN, damage or costs resulting from detonation, pre-ignition, carbon buildup, electrolysis, pinging or improper engine adjustments.
23. For repairs if the VEHICLE is a total loss or has been repossessed.
24. Any VEHICLE designed to use alternative fuels (including but not limited to, LPG, CNG, methanol and electric). Limited coverage is available under the Hybrid Electric Vehicles Package, but only if the surcharge has been paid and the option has been marked on the Declaration Page. See Section H - HYBRID ELECTRIC VEHICLES PACKAGE for a list of covered components.

25. The following exclusions apply to Road Hazard Coverage:

- a. Tire damage resulting from off-road use, racing, collision with a curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated.
- b. Tires that are undersized, oversized, or otherwise not recommended by the vehicle manufacturer for installation on YOUR VEHICLE.
- c. Tires transferred from another vehicle.
- d. Tires that do not have at least 3/32-inch tread depth remaining.
- e. Tires mounted on vehicles other than on-road use private passenger cars and light duty trucks, and any vehicle exceeding 13,500 pounds gross vehicle weight rating.
- f. Damage to tires that does not affect their performance or safety.
- g. Tires not retained by YOU for inspection by the ADMINISTRATOR.

#### G. SUPPLEMENTARY COVERAGES

##### SUBSTITUTE TRANSPORTATION COVERAGE

If YOUR VEHICLE requires repair due to a BREAKDOWN of a part covered by YOUR CONTRACT, even when that part is covered by a factory warranty, and YOUR VEHICLE is required to be in a repair facility overnight, WE will reimburse YOU for actual substitute transportation expenses. This benefit will be at a rate of up to thirty-five dollars (\$35.00) per day for each day YOUR VEHICLE is undergoing covered repairs for a maximum of seven (7) days. A valid licensed rental agency's, auto DEALER'S or repair facility's invoice is required for reimbursement.

##### TOWING COVERAGE

If YOUR VEHICLE requires towing due to a BREAKDOWN of a part covered by this CONTRACT, WE will reimburse YOU up to seventy-five dollars (\$75.00) for each covered BREAKDOWN. A valid licensed towing agency's, auto DEALER'S or repair facility's receipts are required for reimbursement. For coverage, call (800) 944-9809.

##### TRIP INTERRUPTION

In the event a BREAKDOWN covered by this CONTRACT occurs more than one hundred (100) miles from YOUR home and results in a repair facility keeping YOUR VEHICLE overnight, WE will reimburse YOU for receipted motel and restaurant expenses up to seventy-five dollars (\$75.00) per day for a maximum of three (3) days. The total benefit per occurrence shall not exceed two hundred and twenty-five dollars (\$225.00).

##### ROAD HAZARD COVERAGE

In the event YOUR VEHICLE'S tire incurs damage from a road hazard, WE will pay or reimburse YOU for receipted expenses for (1) a tire repair up to a maximum of twenty dollars (\$20.00) for each tire repair, or (2) if not repairable, WE will pay for replacement of tires up to one hundred dollars (\$100.00) for each tire up to a maximum aggregate of four hundred dollars (\$400.00) during the term of this CONTRACT. Road hazard shall mean: pothole, rock, nail, wood, tree limb/branch or other debris on the road surface.

##### FUTURE CONTRACT GUARANTEE

YOU may purchase another contract with a term of twelve (12) months or longer for YOUR VEHICLE prior to the expiration of this CONTRACT provided:

- A. YOUR VEHICLE is not used commercially or in business.
- B. YOUR VEHICLE, at the time YOU requested to purchase the future CONTRACT, qualifies under OUR then current underwriting guidelines.
- C. YOU purchase the CONTRACT at least thirty (30) days and one thousand (1,000) miles prior to the expiration of this CONTRACT.
- D. YOU provide OUR Administrator, along with YOUR request to purchase, verifiable service records evidencing that YOU have complied with YOUR maintenance requirements under **Section I - YOUR RESPONSIBILITIES**.
- E. YOU make YOUR VEHICLE available to the DEALER so that it may be inspected prior to the issuance of the CONTRACT and it passes OUR inspection.

#### H. OPTIONAL COVERAGES

Applicable only if the surcharge has been paid and the option has been marked on the Declaration Page at the time of CONTRACT purchase.

##### BUSINESS USE OPTION

VEHICLES that meet the following criteria will be covered: passenger cars, trucks and vans (up to one ton cargo capacity) used for route sales, route service, inspections, examinations, maintenance, repair, gardening, and carrying tools to a job site. Ineligible usage – Any other use is not eligible for Business Use coverage, including but not limited to, the following: hauling for hire, delivery, construction, shuttle, taxi or limousine service, police or other law enforcement services, emergency services, security services, snow plowing, cable or line installation, or any VEHICLE that is rented.

##### LUXURY PACKAGE

Coverage is provided for the following factory installed devices: Onboard communications system (i.e., OnStar); infrared vision systems; perimeter warning systems; and electronic driver information display and module.

##### HYBRID ELECTRIC VEHICLES PACKAGE

Coverage is provided for the following components: electric motor; power controller; hybrid transaxle; electronic transmission; inverter; generator(s); and electronic display monitor. Batteries are not covered.

##### OIL CHANGE OPTION

Coverage is provided for up to four (4) oil changes when done at the selling DEALER within twenty-four (24) months of the CONTRACT purchase date, provided the CONTRACT is in force at the time of the oil change. No DEDUCTIBLE applies to this option. Synthetic motor oil and vehicles with diesel engines are excluded. Coverage is limited to five (5) quarts of quality motor oil.

##### IMMEDIATE RENTAL OPTION

The requirement for an overnight stay for Substitute Transportation Coverage is waived. All other terms and conditions and limitations of the Substitute Transportation Coverage remain in effect. No DEDUCTIBLE applies to this option.

#### I. YOUR RESPONSIBILITIES

In order for YOU to maintain the benefits of the coverage as indicated on the Declaration Page, YOU must follow the procedures listed below. If YOU fail to follow the listed procedures and YOUR failure causes a BREAKDOWN, YOU will be denied coverage.

1. YOU must reasonably protect YOUR VEHICLE from further damage. Failure to do so will cause any additional loss to become YOUR responsibility.
2. YOU must have YOUR VEHICLE maintained as recommended by the manufacturer and keep all fluids at proper levels between service intervals.
3. YOU must obtain a claim approval reference number from the ADMINISTRATOR prior to repairing, replacing or cleaning any parts. Failure to do so will result in denial of coverage.
4. YOU must save all sales receipts, invoices or work orders showing date, mileage, description of YOUR VEHICLE, and the services performed, including parts and fluids used to complete these services. Failure to provide verifiable proof of maintenance will result in a denial of coverage.

## J. ROADSIDE ASSISTANCE

### ROADSIDE ASSISTANCE

Roadside Assistance is provided through membership with Road America Motor Club. The Obligor for the Roadside Assistance services is Road America Motor Club, 7300 Corporate Center Drive, Suite 601, Miami, FL 33126. For assistance call: (800) 944-9809.

1. As a member of Road America Motor Club, all benefits are available to YOU up to YOUR benefit limit without any additional payments. **YOU are responsible for any non-covered expenses.**
2. YOUR membership begins on the date shown on the service contract and terminates at the expiration of service contract. However, the term of membership shall not be less than twelve (12) months from the effective date of membership.
3. All benefits are provided by Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

All of the benefits and services of YOUR Road America Motor Club membership are described herein and are applicable throughout the United States and Canada. However, WE do wish to inform YOU that:

1. **This is not an Automobile Liability insurance contract.**
2. **This is not an Automobile Physical Damage insurance contract.**

Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. YOU will only have to pay for any costs in excess of the seventy-five dollars (\$75.00) per occurrence limit plus any non-covered costs.

**Just call the TOLL-FREE number, (800) 944-9809, and a service vehicle will be dispatched to YOUR assistance.**

**Important: Please be with YOUR VEHICLE when the service provider arrives, as they cannot service an unattended VEHICLE.** Service provided must be a covered benefit under the terms and conditions described.

(NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN ROAD AMERICA IS NOT COVERED AND IS NOT REIMBURSABLE.)

*Note: Coverage is extended to the Registered VEHICLE only. Registered VEHICLE is defined as that specific VEHICLE indicated on the service contract and registered with Road America for coverage and which YOU own or lease (12-month lease or longer).*

The following are covered emergencies, subject to the seventy-five dollars (\$75.00) per occurrence limitation:

1. Towing Assistance – When towing is necessary, the covered VEHICLE will be towed to a service facility;
2. Battery Service – If a battery failure occurs, a jump-start will be applied to start the covered VEHICLE;
3. Flat Tire Assistance – Service consists of removal of the flat tire and its replacement with the spare tire;
4. Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel, oil, fluid and water will be delivered if YOU are in immediate need. **YOU must pay for the fuel or other fluid when it is delivered;**
5. Lock out Assistance – If YOUR keys are locked inside of the VEHICLE, we will provide assistance in gaining entry to the VEHICLE.

The following items are not included as part of the emergency roadside assistance benefit:

Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, or materials. Non-emergency towing or other non-emergency service. Any service available through a valid manufacturer's warranty or service. Mounting or removing of snow tires or chains. Tire Repair. Trucks over one-ton capacity, taxicabs, limousines, or other commercial vehicles. Antique VEHICLES, meaning any VEHICLE in excess of twenty (20) years old. Camping trailers, travel trailers, or any VEHICLES in tow. Any and all taxes and fines. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow. Service on a VEHICLE that is not in a safe condition to be towed. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered VEHICLE in need of routine maintenance repair. Only one disablement for the same cause during any seven (7) day period will be accepted.

### SERVICE PROVIDER NETWORK

Road America operates through a network of contracted service providers who have agreements with Road America to perform road and towing service for Road America members. As independent contractors, they have exclusive control over their own equipment and personnel. Road America is not responsible for their acts or omissions.

## K. INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

1. **Prevent Further Damage:** Take immediate action to prevent further damage. This CONTRACT will not cover the damage caused by continued operation in a failed state, and/or failing to secure a timely repair of the failed component.
2. **Take YOUR VEHICLE to the Selling DEALER or an Approved Repair Facility:** In the event of a BREAKDOWN, take the VEHICLE to the Selling DEALER, if at all possible. If not, take the VEHICLE to any licensed repair facility approved by the ADMINISTRATOR. YOU should contact the ADMINISTRATOR for assistance in locating a repair facility. Provide the repair facility with a copy of this CONTRACT and/or the CONTRACT Number.
3. **Obtain Prior Authorization from the ADMINISTRATOR:** Prior to any repair being made, instruct the repair facility to contact the ADMINISTRATOR to obtain authorization for the claim and a Claim Authorization Number. It is YOUR responsibility to ensure that authorization has been obtained for any covered repair prior to the work being performed. For authorization, please call the ADMINISTRATOR'S claim number at (888) 306-7115.  
**Failure to obtain proper authorization shall result in a denial of benefits.** The amount authorized by the ADMINISTRATOR is the maximum that will be paid for the repairs covered under the terms of this CONTRACT. **Any additional repair costs must receive prior approval. If a BREAKDOWN occurs after the ADMINISTRATOR'S normal business hours, YOU must follow the same procedures for filing a claim, and will be directed to call OUR after-hours phone number to contact a representative to receive a reference number related to YOUR repair at (888) 306-7115.**
4. **Review COVERAGE:** After the ADMINISTRATOR has been contacted, review with the repair facility what will be covered by this CONTRACT and what portions of the repair (if any) that will not be covered.
5. **Tear Down and/or Inspection of the VEHICLE:** In some cases, YOU may need to authorize the repair facility to inspect and/or tear down the VEHICLE in order to diagnose the failure and determine the cost of the repair. YOU will be asked to sign the repair order and be responsible for these charges if the failure is not covered under this CONTRACT. WE reserve the right to require an inspection of the VEHICLE prior to any repairs being performed.
6. **Substitute Transportation and Towing Requirement:** Prior authorization from the ADMINISTRATOR is required for a claim made for any Substitute Transportation and Towing reimbursement. For authorization, please call the ADMINISTRATOR'S claim number at (888) 306-7115.
7. **Pay DEDUCTIBLE and Costs for Non-Covered Repairs:** WE will reimburse the repair facility or YOU for the work performed on the VEHICLE that is covered by this CONTRACT for the previously authorized amount, less the applicable DEDUCTIBLE. **YOU must pay for any repair or service that is not covered by this CONTRACT.**
8. **Submit Repair Orders for Payment:** Once authorization is obtained and the repair is complete, all repair orders with YOUR signature and required documentation must be submitted, along with the Claim Authorization Number, to the ADMINISTRATOR within thirty (30) days from the date the covered repair was completed to be eligible for payment. ADMINISTRATOR – American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006-0925.

9. **Emergency Repairs: PRIOR APPROVAL MUST BE OBTAINED IN ALL CASES. FAILURE TO OBTAIN PROPER AUTHORIZATION SHALL RESULT IN A DENIAL OF BENEFITS. (PLEASE REFER TO ITEM #3 ABOVE FOR AFTER HOURS PROCEDURES.)**

**L. CONTRACT CANCELLATION PROVISION**

1. **Contact the ADMINISTRATOR in writing, within sixty (60) days after the requested cancellation date, and enclose this CONTRACT.** YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling DEALER or directly to US.
2. **Include with YOUR refund request proof that there is no lien or outstanding credit obligation against this CONTRACT.** If such proof is not provided, or if there is a lien or outstanding credit obligation against this CONTRACT, the lienholder or creditor will be named with YOU as a joint payee of the refund.
3. If this CONTRACT is canceled because the VEHICLE is repossessed, the lienholder or creditor will be the sole payee of the refund.
4. If this CONTRACT is canceled because of a total loss of the VEHICLE, the lienholder or creditor will be the sole payee of the refund, **unless YOU provide the ADMINISTRATOR with proof that there is no lien or outstanding credit obligation against this CONTRACT.**
5. WE may cancel this CONTRACT at anytime if YOU do not pay the CONTRACT purchase price or if YOU make a material misrepresentation in obtaining the CONTRACT or in the submission of a claim. WE may also cancel this CONTRACT if YOU have granted a third-party creditor the right to cancel this CONTRACT, and WE have received notice from that third-party creditor that the CONTRACT should be cancelled.
6. YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling DEALER or directly to US. If this CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire CONTRACT purchase price. If this CONTRACT is canceled after the first sixty (60) days or if a claim has been filed, the refund will be the lesser amount yielded by the following two computation methods. The first method is the pro rata method based upon the number of months of the TERM expired at the time of cancellation. The second method is the pro rata method based upon the number of miles driven from purchase date to date of cancellation. In addition, a service charge equal to the lesser of ten percent (10%) of the CONTRACT purchase price or fifty dollars (\$50.00) and any claims paid or pending will be deducted from the refund. **Please call YOUR Selling DEALER for a quote.**

**M. WHO TO CONTACT**

IN CASE OF BREAKDOWN CALL: AMERICAN AUTO GUARDIAN, INC., P.O. Box 925, Arlington Heights, IL 60006. For claims please call **(888) 306-7115**. For cancellations or transfers please call **(888) 442-2886**. For roadside assistance please call: ROAD AMERICA MOTOR CLUB at **(800) 944-9809**.

OUR performance for covered repairs under this CONTRACT is insured by an insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157. If satisfaction is not received within sixty (60) days, YOU may make a claim against American Bankers Insurance Company of Florida by contacting a representative at (800) 852-2244.

To learn more about how United Service Protection Corporation, a member of Assurant Solutions, uses YOUR information, please visit OUR website at [www.assurantsolutions.com](http://www.assurantsolutions.com).

**N. TRANSFER OF CONTRACT**

This CONTRACT applies to YOU and the VEHICLE described in this CONTRACT. **Only YOU can transfer this CONTRACT.** This CONTRACT cannot be transferred to or from an automobile DEALER. WE will accept transfer of this CONTRACT only:

1. **If YOU request a transfer form from the ADMINISTRATOR within fifteen (15) days of change of ownership of the described VEHICLE.**
2. **If YOU pay off YOUR lease before the end of the lease term. (Applies to leased VEHICLES only.)**
3. **If within thirty (30) days of change of ownership YOU provide the ADMINISTRATOR with the following:**
  - a. **YOUR sales receipts, invoices or work orders showing date, mileage, and the service performed, evidencing the fact that all the maintenance requirements have been met. (See Section I - YOUR RESPONSIBILITIES - for maintenance requirements.)**
  - b. **A licensed DEALER'S certification of YOUR VEHICLE'S odometer reading.**
  - c. **A photocopy of the documents YOU sent to the manufacturer showing that YOU transferred YOUR factory warranty, if applicable. If the full original manufacturer's warranty is not transferred or reduced on transfer, the transferee must contact the ADMINISTRATOR for an additional surcharge to complete the transfer. Failure to transfer the manufacturer's warranty or pay the surcharge will result in non-payment of a claim.**
  - d. **A transfer fee of fifty dollars (\$50.00) made payable to American Auto Guardian, Inc. Send a check or money order only.**
  - e. **A completed transfer form with the two required signatures.**
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the ADMINISTRATOR.

**O. GENERAL PROVISIONS**

**1. YOUR Help and Cooperation**

If WE ask, YOU agree to help US enforce YOUR rights against any manufacturer or repair facility that may be responsible to YOU for the cost of repairs covered by this CONTRACT.

**2. Subrogation**

If WE pay for coverage under this CONTRACT, WE may require YOU to assign YOUR rights of recovery against others. WE will not pay for a BREAKDOWN if YOU impair these rights to recovery. YOUR rights to recover from others may not be waived.

**3. Alternative Dispute Resolution Clause**

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

As used in this Provision, "YOU" and "YOUR" mean the person or persons named in this CONTRACT, and all of his/her heirs, survivors, assigns and representatives. "WE" and "US" shall mean the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this CONTRACT or any prior CONTRACT, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. YOU may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request WE will advance to YOU either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether YOU or WE will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by US



within the state in which YOU purchased this CONTRACT. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision.** This Provision shall inure to the benefit of and be binding on YOU and US and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this CONTRACT.

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

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

#### **SPECIAL STATE DISCLOSURES**

If YOU purchased this CONTRACT in one of the states identified below, the Special State Disclosure for that state applies to YOUR CONTRACT.

##### **Alabama:**

Under **Section L – CONTRACT CANCELLATION PROVISION** – the following is added to the end of Paragraph 5:

If WE cancel this CONTRACT for any reason other than non-payment of the CONTRACT purchase price or for material misrepresentation by YOU, notice of cancellation will be delivered to YOU by mail at YOUR last known address provided to US no less than five (5) days prior to the cancellation of YOUR CONTRACT. The notice shall state both the basis for cancellation and the effective date of the cancellation. If WE cancel this CONTRACT, a service charge will not be charged to YOU. This right only applies to the original purchaser of this CONTRACT.

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is amended to change the cancellation fee to twenty-five (\$25) dollars.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT applies only to the original purchaser of this CONTRACT.

##### **California:**

The Obligor under this CONTRACT is United Service Protection Corp., P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785, License Number 0D01816.

Under **Section G – SUPPLEMENTARY COVERAGES – FUTURE CONTRACT GUARANTEE** is deleted in its entirety.

Under **Section J – ADDITIONAL COVERAGE – ROADSIDE ASSISTANCE**, number 5 is deleted in its entirety and replaced with the following:

5. Emergency Lock out Assistance - **If YOUR keys are locked inside of the VEHICLE, WE will provide assistance in gaining entry to the VEHICLE.**

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 5 is deleted in its entirety and replaced with the following:

5.1 WE may cancel this CONTRACT at any time for the following reasons:

- a. If YOU do not pay the CONTRACT price. WE may cancel this CONTRACT no less than five (5) days after the postmark date of the notice of cancellation, which states the specific grounds for cancellation. If a refund is owed to YOU, the refund will be paid within thirty (30) days of the date of cancellation.
- b. If YOU make a material misrepresentation or commit fraud. WE may cancel this CONTRACT after mailing YOU notice of cancellation, which states the specific nature of the fraud or misrepresentation. If a refund is owed to YOU, a pro rata refund of the purchase price stated of the CONTRACT will be paid to YOU within thirty (30) days of the date of cancellation.

5.2 WE may cancel this CONTRACT within the first sixty (60) days under the following conditions:

- a. Notice of cancellation is mailed to YOU postmarked before the sixty-first day after the date the CONTRACT was sold by US and states the specific grounds for cancellation.
- b. WE will provide to YOU a refund equal to the full purchase price stated on the CONTRACT within thirty (30) days from the date of cancellation. However, if WE have paid a claim, or advised YOU in writing that WE will pay a claim, the refund will be pro rated less the amount of any claims paid prior to cancellation.

The service CONTRACT ceases to be valid no less than five (5) days after the postmark date of the notice.

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is deleted in its entirety and replaced with the following:

YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling DEALER or directly to US. If this CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire CONTRACT purchase price and no service charge will be deducted from the refund. If this CONTRACT is canceled after the first sixty (60) days or if a claim has been filed, WE will refund the unearned CONTRACT purchase price to YOU calculated on a pro rata basis. The refund will be equal to the lesser amount calculated using either the number of months the CONTRACT was in force or the number of miles the VEHICLE was driven prior to cancellation. In addition, if the CONTRACT has been cancelled after sixty (60) days a service charge equal to the lesser of ten percent (10%) of the CONTRACT purchase price or twenty-five dollars (\$25.00) will be deducted from the refund. **Please call YOUR Selling DEALER for a quote.**

Under **Section M – WHO TO CONTACT** – the second paragraph is deleted and replaced with the following:

Performance to YOU under this CONTRACT is guaranteed by a California approved insurance company. YOU may file a claim with this insurance company if any promise made in the CONTRACT has been denied or has not been honored within sixty (60) days after YOUR request. The name and address of the insurance company is: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, (800) 852-2244. If YOU are not satisfied with the insurance company's response, YOU may contact the California Department of Insurance at (800) 927-4357.

Under **Section O – GENERAL PROVISIONS** – the following is added to **Alternative Dispute Resolution:**

All arbitrations will be held in the county in which YOU maintain YOUR permanent residence.

This Provision shall inure to the benefit of and be binding on YOU and US following exhaustion of YOUR right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI") as specified in **Section M – WHO TO CONTACT.**

##### **Colorado:**

**Section M – WHO TO CONTACT** – the second paragraph is amended by adding the following:

The policy number for American Bankers Insurance Company of Florida is SFM-240-CO-1.

**Connecticut:**

**Under Section G – SUPPLEMENTARY COVERAGES** – the following is added to Towing Coverage:

Any amount above seventy-five (\$75.00) dollars must be paid for by YOU.

**Under Section J - ROADSIDE ASSISTANCE** – the following is added to Towing Coverage:

Any amount above seventy-five (\$75.00) dollars must be paid for by YOU.

**Under Section K – INSTRUCTIONS IN THE EVENT OF A BREAKDOWN** – the following is added:

If this VEHICLE is in a repair facility at the CONTRACT expiration, the expiration date will automatically extend until the repair is complete.

The following **Notices** are added to YOUR CONTRACT:

**Notice:** In the event that YOU have a question or complaint, YOU may contact the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142, (860) 297-3800, ATTN: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of the repair of the product, and a copy of the CONTRACT.

**Notice:** YOU have the right to cancel this CONTRACT if this CONTRACT is sold, lost, stolen or destroyed.

**Georgia:**

The Declaration Page is amended by deleting the last sentence in the last paragraph and replacing it with the following:

IF THE VEHICLE TO BE COVERED IS NOT ELIGIBLE FOR THE PLAN OR TERM CHOSEN, THERE WILL BE NO COVERAGE UNDER THIS CONTRACT.

**Under Section F – EVENTS WHICH ARE NOT COVERED** – the following changes are made:

Exclusions 9 and 15 are deleted in their entirety.

Exclusion 13 is deleted and replaced with the following:

**13. A BREAKDOWN if the VEHICLE'S odometer is broken, has been altered and/or has ceased to operate while owned by You so that the actual vehicle mileage cannot be determined.**

Exclusion 16, the first sentence is amended to read as follows:

A BREAKDOWN caused by alterations made by YOU to the VEHICLE that affect the operation of a COVERED PART.

**Under Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 5 is deleted in its entirety and replaced with the following:

WE may not cancel this CONTRACT except for fraud, material misrepresentation or non-payment by YOU. Notice of cancellation stating the effective date will be delivered to YOU by mail at YOUR last known address at least ten (10) days before the effective date if this CONTRACT is canceled due to non-payment of the CONTRACT purchase price, or thirty (30) days prior to the effective date of cancellation if this CONTRACT is canceled for any other reason.

**Under Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is deleted and replaced with the following:

YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. If this CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire CONTRACT purchase price. If this CONTRACT is canceled after the first sixty (60) days or if a claim has been filed, the refund will be the lesser amount yielded by the following two computation methods. The first method is the pro rata method based upon the number of months of the TERM expired at the time of cancellation. The second method is the pro rata method based upon the number of miles driven from purchase date to date of cancellation. **Please call YOUR selling DEALER for a quote. Cancellation shall be in accordance with O.C.G.A. 33-24-44.**

**Under Section O – GENERAL PROVISIONS** – Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.

**Hawaii:**

**Under Section L – CONTRACT CANCELLATION PROVISION** – the following paragraph is added to Paragraph 5:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files before the fifth day preceding cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT is nontransferable and shall apply only to the original CONTRACT holder.

**Idaho:**

The following **Notice** is added to YOUR CONTRACT:

**Notice:** Coverage afforded under this CONTRACT is not guaranteed by the Idaho Insurance Guarantee Association.

**Indiana:**

The following **Notice** is added to YOUR CONTRACT:

**Notice:** YOUR proof of payment to US or the ADMINISTRATOR or DEALER which issued this CONTRACT shall be considered proof of payment to the Insurance Company identified on the Declaration Page which guarantees OUR obligations to YOU, provided such insurance was in effect at the time YOU purchased this CONTRACT.

**Iowa:**

The following **Notice** is added to YOUR CONTRACT:

**Notice:** In the event YOU have any questions regarding YOUR CONTRACT, YOU may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319.

**Under Section L – CONTRACT CANCELLATION PROVISION** – the following is added to the end of Paragraph 6:

If YOU cancel this CONTRACT, WE will mail written notice of cancellation within fifteen (15) days of the date of cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund the entire CONTRACT purchase price within thirty (30) days. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the CONTRACT to US.

**Louisiana:**

**Under Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is amended by deleting any reference to the deduction of claims from the cancellation refund.



Under **Section O - GENERAL PROVISIONS** - Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.

**Maryland:**

Under **Section L – CONTRACT CANCELLATION PROVISION** – the following is added to the end of Paragraph 6:  
In the event of cancellation, the Lienholder identified on the DECLARATION PAGE, if any, will be named on a cancellation refund check as its interest may appear.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT is nontransferable and applies only to the original purchaser of this CONTRACT.

**Massachusetts:**

Under **Section A – DEFINITIONS** – the definition of **We, Us, or Our** is deleted and replaced with the following:

**We, Us, or Our:** means the DEALER who sells the VEHICLE to YOU and who is the obligor under this CONTRACT.

The following **Notices** are added to YOUR CONTRACT:

**NOTICE: 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 CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

**Notice:** 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 with less than 40,000 miles at the time of sale:** Provides coverage for ninety (90) days or 3,750 miles, whichever occurs first.

**Used Vehicles with 40,000 miles or more, but less than 80,000 miles at the time of sale:** Provides coverage for sixty (60) days or 2,500 miles, whichever occurs first.

**Used Vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale:** Provides coverage for thirty (30) days or 1,250 miles, whichever occurs first.

The VEHICLE YOU have purchased may be covered by this law. If so, the following is added to this CONTRACT: In addition to the dealer warranty required by this law, YOU have elected to purchase this CONTRACT, which may provide YOU with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. YOU have been charged separately only for this CONTRACT.

The required dealer warranty is provided free of charge. Furthermore, the Definition, Coverage, and Exclusions stated in this CONTRACT apply only to this CONTRACT and not the terms of the required dealer warranty.

**Michigan:**

The following **Notice** is added to YOUR CONTRACT:

**Notice:** If the performance of this CONTRACT is interrupted because of a strike or work stoppage at OUR place of business, the effective date of this CONTRACT shall be extended for the period of the strike or work stoppage.

**Mississippi:**

Under **Section J – ROADSIDE ASSISTANCE** – the reference to Road America Motor Club is deleted and replaced with the following:

The Obligor for the Roadside Assistance services and benefits are provided by Brickell Financial Services Motor Club, Inc., with offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

Under **Section O – GENERAL PROVISIONS** – Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.

**Missouri:**

Under **Section L – CONTRACT CANCELLATION PROVISION** – The following is added to Paragraph 5:

Notice of cancellation will be delivered to YOU by mail at YOUR last known address provided to US no less than fifteen (15) days prior to the cancellation of YOUR CONTRACT.

Under **Section L – CONTRACT CANCELLATION PROVISION** – The following is added to the end of Paragraph 6:

If YOU cancel this CONTRACT, WE shall mail to you at YOUR last known address, written confirmation of cancellation within fifteen (15) days from the date of cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund the entire CONTRACT purchase price within thirty (30) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the CONTRACT to US. The right to return or void this CONTRACT shall apply only to the original CONTRACT holder.

**Section M – WHO TO CONTACT** – the second Paragraph is deleted and replaced with the following:

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, (800)852-2244. If WE fail to perform or make payment due under the terms of the CONTRACT within sixty (60) days after YOU request performance or payment, YOU may apply directly to American Bankers Insurance Company of Florida.

To learn more about how United Service Protection Corporation, a member of Assurant Solutions, uses YOUR information, please visit OUR website at [www.assurantsolutions.com](http://www.assurantsolutions.com).

**Section O – GENERAL PROVISIONS** – Paragraph 3, **Alternative Dispute Resolution Clause** and any reference herein is deleted in its entirety.

**Montana:**

Under **Section L – CONTRACT CANCELLATION PROVISION** – the following paragraph is added to Paragraph 5:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files at least five (5) days prior to cancellation. Any cancellation notice will state the effective date and reason for cancellation.

**Nevada:**

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 5 is deleted and replaced with the following:

No Service Contract that has been in effect for at least seventy (70) days may be cancelled by US before the expiration date of the Service Contract or before one (1) year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds:

1. Failure by YOU to pay an amount when due;
2. YOUR conviction for a crime which results in an increase in the service required under this CONTRACT;
3. Discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim under this CONTRACT;

4. Discovery of:
  - a. An act of omission by YOU; or
  - b. A violation by YOU of any condition of this CONTRACT, which occurred after the Effective Date of this CONTRACT and which substantially and materially increase the service required under this CONTRACT; or
5. A material change in the nature or extent of the required service or repair which occurs after the Effective Date of this CONTRACT and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this CONTRACT was issued or sold.

If WE cancel the CONTRACT for any of the above mentioned reasons for cancellation, WE will not charge a service charge.

Thereafter, WE may cancel at anytime if:

1. The cost of the CONTRACT is not paid.

Notice of cancellation will be delivered to YOU by mail at YOUR last known address provided to US no less than fifteen (15) days prior to the cancellation of YOUR CONTRACT.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund the entire CONTRACT purchase price within forty-five (45) days. If WE fail to refund the purchase price within that time, WE shall pay YOU an additional ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The right to return or void this CONTRACT applies only to the original purchaser of this CONTRACT.

Under **Section G – SUPPLEMENTARY COVERAGES - FUTURE CONTRACT GUARANTEE** option is deleted in its entirety and replaced with the following:

THIS CONTRACT IS NOT RENEWABLE.

**New Hampshire:** Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is amended to delete the service charge. The following **Notice** is added to YOUR CONTRACT:

**Notice:** In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261.

**New Mexico:** Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 5 is deleted and replaced with the following:

No Service Contract that has been in effect for at least seventy (70) days may be cancelled by US before the expiration date of the Service Contract or before one (1) year after the Effective Date of the Service Contract, whichever occurs first, except on any of the following grounds:

1. Failure by YOU to pay an amount when due;
2. YOUR conviction for a crime which results in an increase in the service required under this CONTRACT;
3. Discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT, or in presenting a claim under this CONTRACT;
4. Discovery of either of the following if it occurred after the Effective Date of this CONTRACT and substantially and materially increased the service required under this CONTRACT:
  - a. An act of omission by YOU; or
  - b. A violation by YOU of any condition of this CONTRACT.

Thereafter, WE may cancel at anytime if:

1. The cost of the CONTRACT is not paid.

Notice of cancellation will be delivered to YOU by mail at YOUR last known address provided to US no less than fifteen (15) days prior to the cancellation of YOUR CONTRACT.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within sixty (60) days. If WE fail to refund the purchase price within that time, WE shall pay YOU an additional ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The right to return or void this CONTRACT applies only to the original purchaser of this CONTRACT.

**New York:** Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 5 is amended to add the following:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files before the fifteenth day preceding cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund the entire CONTRACT purchase price within thirty (30) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the CONTRACT to US. The right to return or void this CONTRACT applies only to the original purchaser of this CONTRACT.

**North Carolina:** Under **Section J – ROADSIDE ASSISTANCE** – the reference to Road America Motor Club is deleted and replaced with the following:

The Obligor for the Roadside Assistance services and benefits are provided by Brickell Financial Services Motor Club, Inc., DBA Road America Club, with offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is deleted and replaced with the following:

YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. If YOU CANCEL, YOU will receive a pro rata refund less any claims paid and less a service charge not to exceed ten percent (10%) of the amount of the pro rata refund. **Please call YOUR selling DEALER for a quote.**

**Oklahoma:** Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is deleted and replaced with the following:

YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this

CONTRACT to the Selling Dealer or directly to US. If this CONTRACT is canceled by YOU, WE will refund one hundred percent (100%) of the pro rata purchase price less a service charge equal to the lesser of ten percent (10%) of the pro rata purchase price or fifty dollars (\$50.00). If this CONTRACT is canceled by US, WE will refund one hundred percent (100%) of the unearned pro rata purchase price. **Please call YOUR selling DEALER for a quote.**

The following **Notices** are added to YOUR CONTRACT:

**Notice:** THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY.

**Notice:** Oklahoma does not review commercial service warranty contract language (only personal).

**South Carolina:**

Under **Section L - CONTRACT CANCELLATION PROVISION** – Paragraph 5 is amended to add the following:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files before the fifteenth day preceding cancellation. The notice shall state the effective date of cancellation and the reason for the cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT is nontransferable and applies only to the original purchaser of this CONTRACT.

The following **Notices** are added to YOUR CONTRACT:

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

**Notice:** If the provider does not timely resolve such matters within sixty (60) days of proof of loss, they may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467

**Texas:**

Under **Section L - CONTRACT CANCELLATION PROVISION** – Paragraph 5 is amended to add the following:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files before the fifth day preceding cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT is nontransferable and applies only to the original purchaser of this CONTRACT.

The following **Notices** are added to YOUR CONTRACT:

**Notice:** The obligations under this CONTRACT are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 1122 Ocala Roost Drive, Miami, FL 33157. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth day after the date on which the CONTRACT is returned to US, YOU may apply directly to American Bankers Insurance Company of Florida.

**Notice:** If YOU have complaints or questions regarding this CONTRACT, YOU may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; (512) 463-6599 or (800) 803-9202 (within Texas only).

**Utah:**

The following **Notice** is added to YOUR CONTRACT:

**Notice:** Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guarantee Association.

Under **Section K – INSTRUCTIONS IN THE EVENT OF A BREAKDOWN** – the following is changed:

Paragraph 8 is amended to include the following:

YOUR failure to submit repair orders and other documentation within thirty (30) days of the repair will not automatically invalidate YOUR claim if YOU can demonstrate that it was not reasonably possible to file these documents within such time period.

For emergency repairs, should a BREAKDOWN occur after the ADMINISTRATOR'S normal business hours or on a national holiday, the pre-authorization requirement is amended by deleting the requirement that prior approval must be obtained or as a result the claim will be denied. The ADMINISTRATOR must still be contacted when reasonably possible following the BREAKDOWN. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

Under **Section L – CONTRACT CANCELLATION PROVISION** – the following is added to Paragraph 5:

If this CONTRACT is canceled due to non-payment, WE will mail written notice of cancellation to YOU and will cancel YOUR CONTRACT no sooner than at least ten (10) days after the delivery or first class mailing of a written notice. If this CONTRACT is cancelled for any reasons other than non-payment, WE will mail written notice of cancellation to YOU and will cancel YOUR CONTRACT no sooner than thirty (30) days after the delivery or first-class mailing of a written notice.

Under **Section O – GENERAL PROVISIONS** – Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.

**Wisconsin:**

The Following **Notice** is added to YOUR CONTRACT:

**Notice: THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Under **Section A – DEFINITIONS** – the definition of **ADMINISTRATOR** is deleted and replaced by the following:

**ADMINISTRATOR** – Means AAGI, Inc., P.O. Box 925, Arlington Heights, IL 60006. In this ADMINISTRATIVE capacity, AAGI, Inc. is not a party to this CONTRACT and has no liability to YOU under this CONTRACT.

Under **Section F – EVENTS WHICH ARE NOT COVERED** – Paragraph 1 is deleted and replaced with the following:

Repair and/or replacement not authorized by US, if WE are prejudiced thereby.

Under **Section I – YOUR RESPONSIBILITIES** – Paragraph 3 is deleted and replaced with the following:  
YOU must obtain a claim approval reference number from the ADMINISTRATOR prior to repairing, replacing or cleaning any parts. Failure to do so will result in a reduction or denial of coverage **if WE are prejudiced thereby.**

Under **Section J – ROADSIDE ASSISTANCE** – the reference to Road America Motor Club is deleted and replaced with the following:

The Obligor for the Roadside Assistance services and benefits are provided by Brickell Financial Services Motor Club, Inc., with offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.

Under **Section K - INSTRUCTIONS IN THE EVENT OF A BREAKDOWN** – Paragraph 3 is amended to include the following:

Claims will not be denied because prior authorization or an authorization number was not obtained unless **WE are prejudiced thereby.**

Under **Section K – INSTRUCTIONS IN THE EVENT OF A BREAKDOWN** – Paragraph 8 is amended to include the following:

**Claims submitted without a claim approval reference number assigned prior to the repair will result in the reduction or denial of coverage if WE are prejudiced thereby.**

Under **Section L – CONTRACT CANCELLATION PROVISION** – Paragraph 6 is deleted and replaced with the following:

YOU may cancel this CONTRACT at any time, including when a loss of the VEHICLE occurs or when YOU sell the VEHICLE without transfer of this CONTRACT. To cancel, YOU must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. If this CONTRACT is canceled within the first sixty (60) days and no claims have been filed, WE will refund the entire CONTRACT purchase price. If this CONTRACT is canceled after the first sixty (60) days or a claim has been filed, the refund will be the lesser amount yielded by the following two computation methods. The first method is the pro rata method based upon the number of months of the TERM expired at the time of cancellation. The second method is the pro rata method based upon the number of miles driven from purchase date to date of cancellation. In addition, a service charge equal to the lesser of ten percent (10%) of the CONTRACT purchase price or fifty (\$50.00) dollars will be deducted from the refund. **Please call YOUR selling DEALER for a quote.**

Under **Section O – GENERAL PROVISIONS** – the following changes are made:

The following is added to Paragraph 2, **Subrogation**:

After YOU have been made whole, all amounts recovered by YOU for which YOU have also received benefits under the CONTRACT shall belong to, and be paid to US, up to the amount of benefits paid under this CONTRACT.

Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.

Wyoming:

Under **Section L – CONTRACT CANCELLATION PROVISION** – the following is added to Paragraph 5:

If WE cancel this CONTRACT for any reason other than non-payment of the purchase price of this CONTRACT, 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 at YOUR last known address as reflected in OUR files at least ten (10) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The following **Section L.1 – RIGHT TO RETURN CONTRACT** – is added to YOUR CONTRACT:

YOU have the right to return or void this CONTRACT. YOU may return the CONTRACT within thirty (30) calendar days after the date WE mail a copy of the CONTRACT to YOU or within thirty (30) days if it is provided to YOU at the time of sale. If YOU return this CONTRACT within the applicable time period and no claims have been filed, the CONTRACT shall be void and WE will refund or credit to YOUR account the entire CONTRACT purchase price within forty-five (45) days. A ten percent penalty (10%) per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the CONTRACT to US. The right to return or void this CONTRACT is non-transferable and applies only to the original purchaser of this CONTRACT.

Under **Section O – GENERAL PROVISIONS** – Paragraph 3, **Alternative Dispute Resolution Clause** is deleted in its entirety.