



## VEHICLE SERVICE CONTRACT REGISTRATION PAGE

### PURCHASER INFORMATION

NAME	PHONE NUMBER	EMAIL ADDRESS	
MAILING ADDRESS	CITY	STATE	ZIP

### DEALERSHIP/SELLER INFORMATION

NAME	PHONE NUMBER		
MAILING ADDRESS	CITY	STATE	ZIP

### CONTRACT INFORMATION

PACKAGE	CONTRACT TERM (WHICHEVER COMES FIRST)		CONTRACT EXPIRATION (WHICHEVER COMES FIRST)	
	MONTHS	MILEAGE	DATE	MILEAGE
	WAITING PERIOD	CONTRACT DATE	CONTRACT SALES PRICE	DEDUCTIBLE

### ADD-ON COVERAGES & MANDATORY SURCHARGES


### VEHICLE INFORMATION

VIN		CURRENT ODOMETER READING	
YEAR	MAKE	MODEL	VEHICLE PURCHASE PRICE
LIENHOLDER			

### PURCHASER ACKNOWLEDGMENT

**THE PURCHASE OF THIS PRODUCT IS NOT REQUIRED AS A CONDITION TO OBTAIN FINANCING OR TO PURCHASE OR LEASE YOUR VEHICLE.** The issuing Obligor agrees, subject to the terms and conditions listed, during the Service Contract period to make repairs and/or replace defective parts or authorize repairs at approved repair facilities for covered parts if a Mechanical Breakdown occurs. A Mechanical Breakdown occurs when a covered part fails to perform the function it was designed to perform. We reserve the right to use, in the Administrator's sole discretion, "New," "Used," or "Re-manufactured" replacement parts. TrustPoint Administrators, LLC is the only Administrator of this service contract. The Obligor is responsible for providing payment to TrustPoint Administrators, LLC which will be used to pay all valid claims. The Obligor guarantees there will be sufficient funds to cover any and all valid claims.

I have read all pages of this document and agree to all the terms and conditions listed herein. I understand additional coverage is available for my vehicle has been offered to me.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## I. DEFINITIONS

The following words whether capitalized or in bold have the following meaning throughout this **Agreement**.

1. **“Obligor,” “We,” “Us,” and “Our”** refer to TrustPoint Administrators, LLC, 732 S 6<sup>th</sup> St Ste R, Las Vegas, NV 89101, (866) 211-6977, unless otherwise stated in the state-specific language.
2. **“Administrator”** means TrustPoint Administrators, LLC, 732 S 6<sup>th</sup> St Ste R, Las Vegas, NV 89101, (866) 211-6977.
3. **“Cost”** means the reasonable and customary charges for parts and labor necessary to repair or replace covered parts. These charges shall not exceed the manufacturer’s suggested retail price for parts and labor allowances derived from nationally recognized labor time publications.
4. **“Agreement Price”** means the amount You paid for this **Agreement** shown on the front of this **Agreement**.
5. **“Agreement Purchase Date”** means the date You purchased this **Agreement**.
6. **“Aggregate”** means the total dollar amount of all pending and paid Claims.
7. **“Commercial Use”** means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.), farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Vehicles used commercially for snow removal must be equipped with factory installed or factory authorized snowplow package. Usage must not exceed the manufacturer’s ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this **Agreement** irrespective of whether the Commercial Use Option is selected: a Vehicle used for the purpose of rental, taxi, limousine or shuttle; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; a law enforcement, emergency service, or a Vehicle with a municipal tag; a Vehicle used for principally off-road use, prearranged or organized racing or competitive driving.
8. **“Contract”** means this Vehicle Service Contract including the Registration Page and Terms & Conditions. [Contract and Agreement are redundant. Do we need both terms?]
9. **“Coverage”** means the protection **You** selected as shown on the front of this **Agreement**.
10. **“Dealer/Seller”** means the dealer from whom **You** purchased this **Agreement** shown on the front of this **Agreement**.
11. **“Deductible”** means the amount **You** must pay for covered repairs per claim.
12. **“Hybrid & Electric Vehicle (HEV & EV)”** means a type of Hybrid or Electric Vehicle that combines a conventional internal combustion engine (ICE) system with an electric propulsion system (Hybrid Vehicle drivetrain) or is a fully Electric **Vehicle**.
13. **“Mechanical Breakdown”** means the inability of a covered part to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship. This includes the gradual reduction in operating performance due to wear and tear. **In the Administrator’s sole discretion, replacement parts used in covered repairs may include new, remanufactured, used or non-original equipment manufactured parts of like kind and quality. Replacement parts will be covered at market value not including any cost of labor. All parts will conform to manufacturer’s specifications.**
14. **“Miles”** means the number of **Miles** shown on the front of this **Agreement**.
15. **“Months”** means the number of **Months** shown on the front of this **Agreement**.
16. **“Repair Facility”** means a franchised dealer or licensed **Repair Facility**. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.
17. **“Pre-Existing Conditions”** means a condition that occurred before **Your** purchase of this **Agreement** that would have been obvious and apparent if the **Vehicle** had been inspected at the time of purchase or anything determined by an independent inspection to be pre-existing or any **Mechanical Breakdown** that occurred or began to occur prior to the expiration of the thirty (30) days and one thousand (1,000) mile **Waiting Period** before the first day of coverage unless **You** purchased first day coverage. The **Vehicle** must be in working condition at time of sale.
18. **“Registration Page”** means the Registration Page of this **Agreement**.
19. **“Seals and Gaskets”** means Seals and Gaskets intended to prevent the loss of fluids. **Your Level of Coverage** is shown on the front of this **Agreement**. Please refer to Section II. “**SCHEDULE OF COVERAGES**” to view **Your** Seals and Gaskets eligibility. (Seals and Gaskets coverage will expire when the **Vehicle** reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair).
20. **“Subsequent Damage”** means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part. Subsequent Damages resulting from the Mechanical Breakdown of a covered part are covered by this **Agreement** with exceptions including, but not limited to, continued operation or when **You** have failed to perform the recommended maintenance services for **Your Vehicle**.
21. **“Vehicle/Covered Vehicle”** means the covered car or truck shown on the front of this **Agreement**.
22. **“Warranty”** means any **Warranty** of the manufacturer, state required **Warranty**, dealer **Warranty**, or a **Repair Facility** guarantee.
23. **“You” and “Your”** mean the customer (private individual) shown on the front of this **Agreement**, or an eligible person to whom this **Agreement** has been properly transferred.

## II. SCHEDULE OF COVERAGES

Coverage is limited to the parts listed below. See Subsection G. "ADD-ON COVERAGE OPTIONS" for additional coverage options.

### A. CORE COVERAGE

**1. ENGINE:** All internally lubricated parts including but not limited to: camshaft and bearings, connecting rods and bearings, crankshaft and bearings, cylinder block, main bearings, oil pump, gears and pick-up screen, pistons, piston rings and wrist pins. Timing chain and gears, timing belt, cylinder heads, exhaust valves, intake valves, valve springs and retainers, push rods, rocker arms and shafts, and hydraulic and solid lifters, distributor shaft, exhaust manifold, intake manifold base. For Electric Vehicles, "Engine" means the electric propulsion motor.

**2. AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor, torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.

**3. MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.

**4. DRIVE AXLE:** All internally lubricated parts within the drive axle housing plus yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged). The drive axle housing is covered only if damaged by an internally lubricated part.

**5. FUEL SYSTEM:** Primary fuel pump, metal fuel lines, and fuel level sending unit.

**6. ENGINE COOLING SYSTEM:** Water pump and thermostat.

**7. SEALS AND GASKETS:** Covered only when required to be replaced in connection with a covered repair. Leaking and/or failed Seals and Gaskets are not covered as standalone failures and/or repairs unless the surcharge is paid.

**8. LIMITS OF LIABILITY:**

- a. Our aggregate Limit of Liability for all pending and paid Claims for Core Coverage with a term less than or equal to three (3) months shall not exceed \$1,500 or the J.D. Power Trade-In Value at the time of Mechanical Breakdown as determined by the J.D. Power Used Car Guide whichever is lesser (without consideration of or deduction for the cost of repairs associated with the Mechanical Breakdown).
- b. Our aggregate Limit of Liability for all pending and paid Claims for Core Coverage with a term of six (6) months shall not exceed \$2,000 or the J.D. Power Trade-In Value at the time of Mechanical Breakdown as determined by the J.D. Power Used Car Guide whichever is lesser (without consideration of or deduction for the cost of repairs associated with the Mechanical Breakdown).
- c. Our aggregate Limit of Liability for all pending and paid Claims for Core Coverage with a term greater than or equal to twelve (12) months shall not exceed \$5,000 or the J.D. Power Trade-In Value at the time of Mechanical Breakdown as determined by the J.D. Power Used Car Guide whichever is lesser (without consideration of or deduction for the cost of repairs associated with the Mechanical Breakdown).

**9. WAITING PERIOD:** Three (3) and Six (6) Month Terms - Core Coverage begins on the Agreement Purchase Date of this contract. 12 Month Terms and longer the Waiting Period for Core Coverage is equal to thirty (30) days and one thousand (1,000) miles from the Contract purchase date and odometer mileage at Contract purchase date.

### B. PREMIER COVERAGE

**1. ENGINE:** All internally lubricated parts including but not limited to: Camshaft and bearings, connecting rods and bearings, crankshaft and bearings, cylinder block, main bearings, oil pump, gears and pick-up screen, pistons, piston rings and wrist pins. Timing chain and gears, timing belt, cylinder heads, exhaust valves, intake valves, valve springs and retainers, push rods, rocker arms and shafts, and hydraulic and solid lifters, distributor shaft, exhaust manifold, intake manifold base. If an electric vehicle this means the electric propulsion motor.

**2. AUTOMATIC TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to, gears and shafts, bearings, bushings, bands, friction and steel clutch plates, steel drums, pump, servo unit, valve body and plate, and governor. Torque converter, lock-up converter. Transmission case is covered only if damaged by an internally lubricated part.

**3. MANUAL TRANSMISSION:** All internally lubricated parts within the transmission case, including but not limited to bearings, bushings, gears, shafts, synchronizers, spacers, main drive gear, main shaft, shift forks, synchronizer drums, overdrive housing. Transmission case is covered only if damaged by an internally lubricated part.

**4. DRIVE AXLE:** All internally lubricated parts within the drive axle housing plus yokes, axle shafts, drive shafts, carrier bearing, universal joints, center support bearing, and CV joints (provided the boots are not torn or damaged). The drive axle housing is covered only if damaged by an internally lubricated part.

**5. BRAKES:** Master cylinder, vacuum power assist booster and valve, hydro booster, disc brake calipers, wheel cylinders, steel brake lines and hoses.

**6. STEERING:** Power steering pump, rack and pinion, and all internally lubricated parts within the steering gear assembly. The steering gear box/rack & pinion housing are covered only if damaged by an internally lubricated part.

**7. ELECTRICAL:** Alternator, electric horn, front wiper motor, rear wiper motor, rear defroster switch, starter motor, starter solenoid, voltage regulator, all electrical manual switches, analog gauges, convertible top motor, cruise control module, cruise control servo, electronic instrument cluster, electronic level control compressor, electronic level control sensor, electronic off headlamp sensor, power antenna motor, main wiring harness, power door lock actuators, power mirror motor, power seat motor, power sunroof motor, power window motor, power window regulator, starter drive, washer motor, wiper circuit board, cam sensor, crank sensor, ignition module, engine control unit (ECU), engine control module (ECM), ignition control unit (ICU), coil pack, coil(s), pick-up coil, manifold air temperature sensor (MAT), camshaft position sensor, coolant temperature sensor, idle air control valve, idle speed control motor, knock sensor, mass airflow sensor (MAF), manifold absolute pressure sensor (MAP), oxygen sensor, vehicle speed sensor, and throttle position sensor.

**8. AIR CONDITIONING – (Factory Authorized Only):** Compressor, compressor clutch, compressor coil, accumulator, dryer/receiver, condenser, evaporator, blower motor, compressor pulley, expansion valve, high/low cutoff switches, and orifice tube.

**9. FUEL SYSTEM:** Primary fuel pump, metal fuel lines, and fuel level sending unit.

**10. SUSPENSION:** Upper and lower ball joints, leaf and coil springs (only if broken), and spindles.

**11. ENGINE COOLING SYSTEM:** Water pump, thermostat, radiator, radiator fan and fan clutch.

**12. SEALS AND GASKETS:** Coverage is provided for the standalone failure of the cylinder head and intake manifold gaskets only. All other leaking and/ or failed Seals and Gaskets are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair, unless the Seals and Gaskets Option has been selected on the Registration Section. (Seals and Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair).

**13. LIMIT OF LIABILITY:** Our aggregate Limit of Liability for all pending and paid Claims for Core Coverage shall not exceed \$10,000 or the J.D. Power Trade-In Value at the time of Mechanical Breakdown as determined by the J.D. Power Used Car Guide whichever is lesser (without consideration of or deduction for the cost of repairs associated with the Mechanical Breakdown).

**14. WAITING PERIOD:** The Waiting Period for Premier Coverage is equal to thirty (30) days and one thousand (1,000) miles from the Contract purchase date and odometer mileage at Contract purchase date.

#### **C. ELITE COVERAGE**

**1. Elite Coverage** provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Mechanical Breakdown of all OEM parts and components installed at the time of production, except those listed under Section V “WHAT IS NOT COVERED,” less Your Deductible amount in accordance with all terms and conditions of this Agreement. Elite Coverage also includes applicable Options coverages, as described below. Seals and Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals and Gaskets are covered only when required to be replaced in connection with a covered repair.

**2. LIMITS OF LIABILITY:** Our aggregate limit of liability for all pending and paid Claims for Elite Coverage shall not exceed \$15,000 or the J.D. Power Trade-In Value at the time of Mechanical Breakdown as determined by the J.D. Power Used Car Guide whichever is less (without consideration of or deduction for the cost of repairs associated with the Mechanical Breakdown).

**3. WAITING PERIOD:** The Waiting Period for Elite Coverage is equal to thirty (30) days and one thousand (1,000) miles from the Contract purchase date and odometer mileage at Contract purchase date.

**D. LABOR RATES:** We agree to pay the lesser of the Dealer’s or Repair Facility’s posted labor rate or one hundred thirty-five dollars (\$135) per hour, whichever is less on approved repairs.

**E. ROADSIDE ASSISTANCE:** Premier and Elite Service Contracts include the following roadside assistance reimbursement benefits. For non-accident-related roadside services-such as towing, jump starts, flat tire changes, fuel delivery, winching, and lockouts-the Administrator will reimburse you up to \$99.00 per incident, with a maximum of two (2) claims allowed per year for the duration of the Service Contract. You must pay for the service at the time it is provided. To receive reimbursement, you must submit a valid receipt to the Administrator within fifteen (15) days of the incident.

**F. TRANSPORTATION ASSISTANCE:** Premier and Elite Service Contracts include transportation assistance benefits. If your Covered Vehicle experiences a Mechanical Breakdown that is covered under the contract and requires eight (8) or more hours of labor time (as determined by Mitchell ProDemand© or ALLDATA©—whichever shows the lesser time), you may be reimbursed up to fifty dollars (\$50) for transportation services such as ride-sharing, rental cars, trains, or taxis.

If the Repair Facility must keep your vehicle overnight, you may receive an additional reimbursement of up to fifty dollars (\$50) per day for transportation, for a maximum of three (3) days. The total reimbursement for transportation services shall not exceed one hundred fifty dollars (\$150) per covered claim. This benefit is limited to one (1) covered claim per calendar year.

To receive reimbursement, you must submit valid transportation receipts to the Administrator within fifteen (15) days of service.

- G. TRIP INTERRUPTION BENEFITS:** Premier and Elite Service Contracts include trip interruption benefits. If you experience a covered Mechanical Breakdown more than one hundred (100) miles from your home, and the repair facility must keep your Covered Vehicle overnight, you may be reimbursed up to one hundred fifty dollars (\$150) per day for hotel and food expenses, for a maximum of two (2) days while repairs are being completed. Only one (1) claim is allowed per calendar year.

To receive reimbursement, you must submit valid transportation receipts to the Administrator within fifteen (15) days of the incident. If the home address listed on the registration page is no longer current, you will need to provide proof of your new address to the Administrator for the benefit to apply.

## **H. MANDATORY AND OPTIONAL COVERAGES**

**1. Commercial Use (Mandatory Surcharge Applies).** If You have selected Commercial Use coverage as indicated in the Registration Page, You have coverage in accordance with the applicable terms of this Agreement even when the Vehicle is utilized for a Commercial Use as defined in Section I. "DEFINITIONS". This surcharge is mandatory as it applies.

**2. Turbo/Supercharger (Mandatory Surcharge Applies).** OEM equipment only: If Your Vehicle is equipped with a turbo/supercharger, a mandatory surcharge will be applied and shown on the Registration Page. The following parts/components are covered: All internally lubricated parts of the turbo/supercharger housing plus the wastegate. Turbo/supercharger housing is only covered if damaged by an internally lubricated part.

**3. Diesel (Mandatory Surcharge Applies).** If You have a Diesel Vehicle, a mandatory surcharge will be applied and shown on the Registration Page. The following parts/components are covered: By-mechanical-failure-only fuel pump (electric or mechanical), pressure regulator, metering valve, and fuel injectors.

**4. Four-Wheel and All-Wheel Drive (Mandatory Surcharge Applies):** If You have a 4WD/AWD Vehicle, a mandatory surcharge will be applied and shown on the Registration Page. The following parts/components are covered: All internally lubricated parts within the transfer case, including but not limited to all bearings, bushings, chains, gears, sleeves, and sprockets. The transfer case is covered only if damaged by an internally lubricated part.

**5. High Tech Option (Optional Surcharge Applies).** Available on Premier and Elite Coverage only. If You have selected High Tech coverage as indicated in the Registration Page, You have coverage for the following parts/components: Back-up camera and sensors/perimeter warning, video system and display screen, radio, compact disc player, cassette player, and GPS/NAV systems, blind spot sensors, electronic driver information display, and anti-theft systems (remote excluded).

**6. Hybrid & Electric Vehicles (Mandatory Surcharge Applies).** If you have a Hybrid or Electric Vehicle, a mandatory surcharge will be applied and shown on the Registration Page.

**7. Lift Kit (Optional Surcharge Applies).** If You have selected Lift Kit coverage as indicated in the Registration Page, You have coverage in accordance with the applicable terms of this Agreement even when the Vehicle is equipped with a leveling kit, body or suspension lifts at the time of Vehicle purchase. This surcharge is optional as it applies. The Lift Kit and all of its assemblies that are in addition to factory installed parts are excluded from coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on Your Vehicle's placard. Any modification that voids the original manufacturer warranty will also void the coverage provided under this Agreement. No coverage is available for suspension reductions. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.

## **III. YOUR RESPONSIBILITIES**

**A. Maintenance Requirements and Service History.** To keep Your Agreement valid, You must follow the maintenance procedures listed below. If Your failure to follow these procedures causes a Mechanical Breakdown, You may be denied coverage. Your Vehicle must be serviced receiving all scheduled maintenance as recommended by the Manufacturer in the Owner's Manual. You must keep receipts which verify the Vehicle Identification Number and all repair orders/maintenance records issued by the Selling Dealer/Repair Facility performing the required services on Your Vehicle. Repair order/maintenance records must include the date, a description of Your Vehicle, mileage and list in detail each of the services performed and maintenance parts replaced. We may require You to furnish the Administrator with proof that the specified services have been performed. Failure to show proof of servicing may result in denial of coverage.

**B. Filing a Claim.** If Your Vehicle incurs a Mechanical Breakdown, You must take the following steps to file a claim:

**1. Prevent Further Damage.** You must take immediate action to protect Your Vehicle from further damage. Your Agreement will not cover the damage caused by not securing a timely repair when a Mechanical Breakdown has occurred. You are responsible for observing Your Vehicle warning lights and gauges and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.

**2. Take Your Vehicle to any licensed Repair Facility.** If You are within twenty-five (25) miles of the Selling Dealer, We recommend that You return to the dealer for repairs or an in-network repair facility (contact administrator for a list of in-network facilities). Your Vehicle must be at a Repair Facility for a claim to be opened. If You need assistance in locating a Repair Facility, contact the Administrator at (866) 211-6977.

**3. Provide Repair Facility with a copy of Your Contract and/or Your Contract Number** (located on the first page of this Agreement).

4. **Prior Approval.** Prior to any repair being made, the Repair Facility must provide the Administrator with the estimate of repairs containing both parts and labor, and to obtain authorization for the claim. The Administrator can be contacted Monday through Friday, 9:00am to 5:00pm. MST at (866) 211-6977. Emergency repairs done outside of working hours may be submitted to Customer Service with a letter of explanation for payment consideration. If it is determined that a covered component has failed and the estimate for the repair is agreed upon by Our adjuster, the Administrator will authorize a dollar amount for the repair. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Agreement. No repairs are to be made on Your Vehicle until the Administrator authorizes a dollar amount. Any claim for repairs without prior authorization will not be covered. You are required to contact the Administrator by phone call prior to the Administrator authorizing any repair to Your Vehicle.

5. **Authorize Tear-Down.** You must authorize the Repair Facility to perform necessary diagnostic work and provide “tear down” authorization so that the Repair Facility can provide an accurate diagnosis and repair estimate.

6. **Allow the Administrator to inspect Your Vehicle** prior to any repairs being made.

7. **After investigating Your Vehicle’s component failure**, in case of a discrepancy in findings, the Administrator reserves the right to have repairs done at a location other than the one You have selected.

8. **Payment of Claims.** To obtain payment for a covered repair, You or the Repair Facility must submit a legible and understandable copy or original repair order to the Administrator. Repair orders must contain the following information: Repair Facility name, address, and phone number; Your name, address, and phone number; repair diagnosis; parts and labor hours; authorization number; and the Vehicle’s identification number, mileage, year, make, and model. The authorization number issued by the Administrator must appear on all receipts submitted for reimbursement. No invoices will be processed without a valid authorization number. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within sixty (60) days to be eligible for payment. You are responsible for payment of the Deductible listed on the first page of this Agreement and for any items or amounts not covered by this Contract. The Administrator will pay the Repair Facility directly for the covered claim amount only.

9. **Claims may also be submitted online at** [TrustPointAuto.com](https://TrustPointAuto.com).

#### IV. TERMS AND CONDITIONS

This Agreement is subject to the following terms and conditions. No alterations, changes, or waivers of provisions may be made to this Agreement. The benefits available under this Agreement are strictly provided to You for repairs to the covered components.

1. **Agreement Period.** The term of this Agreement is the number of months as shown on the Agreement. The term begins on the Agreement Purchase Date as shown on the Agreement. The term ends when the number of months from the Agreement Purchase Date is reached or when the additional Miles are registered on the odometer, whichever occurs first.

2. **When and Where You Are Covered.** This Agreement applies only to Mechanical Breakdowns occurring within the Agreement Period in the continental United States of America, Alaska, and Hawaii.

3. **Other Coverage.** If the manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost subject to the limits of this Agreement.

4. **Limit of Liability.** Our maximum liability on any sections of this Agreement is the Cost to repair any covered Mechanical Breakdown as per the terms of this Agreement. or as otherwise specified herein.

5. **Subrogation.** If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You waive or otherwise impair Your rights to recover from others.

#### V. MAINTENANCE AND PARTS NOT COVERED

Maintenance services and parts described under the maintenance requirements and service history section in this agreement or in the manufacturer’s maintenance schedule for your vehicle. In addition, we will not pay benefits:

1. For costs covered by any warranty of the manufacturer, state-required warranty, dealer warranty, insurance policy, repair facility’s guarantee, or any other guarantee—regardless of whether they honor such warranty or guarantee.

2. When repairs are performed without the Administrator’s prior authorization.

3. For a mechanical breakdown caused by or involving collision, fire, theft, environmental conditions, damage from vehicle alterations, misuse, tampering, improper adjustments, use of improper fuels, failure to properly maintain the vehicle, failure to maintain the vehicle per manufacturer recommendations, damage or failure of a covered component caused by a non-covered component, or previous or improper repairs.

4. For loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential loss or damage resulting from a mechanical breakdown.

5. For a mechanical breakdown when contaminated or poor-quality fluids, fuels, lubricants, or grease caused or contributed to the breakdown; or for damage caused by fuels containing more than 10% ethanol if the vehicle was not manufactured for this fuel mixture.

6. For fluid leaks or damage resulting from fluid leaks.

7. For any mechanical breakdown caused by contamination, overheating, or lack of coolant or lubricants.

8. For any mechanical breakdown involving modifications not performed by the manufacturer (e.g., oversized tires, lift kit—unless checked off on the front page and the vehicle is declared a Class 4 vehicle—aftermarket performance parts or systems).

9. For any mechanical breakdown caused by abuse, misuse, alterations, or lack of customary maintenance as recommended in Section III.A. Maintenance Requirements and/or in the manufacturer's maintenance schedule for your vehicle.

10. For any mechanical breakdown of a covered part resulting from the failure of a non-covered part. A non-covered part is any part not described as covered in Levels 1–4, any non-OEM part or component, or any part/component not installed at the time of the vehicle's production. Non-covered parts include door/trunk seals, gaskets, sunroofs, and any part requiring servicing to remain operational—unless a record of required maintenance is provided.

11. For any mechanical breakdown caused by or involving equipment, components, or systems not installed by the manufacturer.

12. If your vehicle's odometer has been stopped, altered, or misrepresents your vehicle's actual mileage. In this case, the Agreement will be voided.

13. For any mechanical breakdown resulting from a structural or mechanical defect for which the manufacturer has issued a public recall.

14. For additional loss or damage caused by your or the operator's failure to use reasonable precautions to protect the vehicle from further loss or damage after a mechanical breakdown or failure has occurred or been indicated.

15. For any mechanical breakdown that existed prior to, or was caused by a condition existing prior to, the agreement purchase date.

16. If your vehicle has been declared a total loss, salvaged, or a junk vehicle—unless the applicable surcharge is paid.

17. For expenses charged for disposal of environmentally unsafe materials.

18. For expenses charged for non-specific materials or shop supplies.

19. If your vehicle was manufactured as a non-U.S. specification model.

20. For any mechanical breakdown caused by towing a trailer or another vehicle unless your vehicle is equipped for such towing as recommended by the manufacturer.

21. For any mechanical breakdown caused by using your vehicle for racing or other competition.

22. If your vehicle has been modified to plow snow, regardless of whether a plow blade is currently attached.

23. For a mechanical breakdown caused by rust or weather-related corrosion.

24. If your vehicle is used for commercial purposes. Examples include, but are not limited to: taxi, police car or emergency vehicle, hauling, construction, pickup and delivery service, daily rentals, passenger transport for hire, snow plowing, company pool use, or business travel when used by more than one driver.

25. If your vehicle is an exotic vehicle or a truck rated over two (2) tons—unless the applicable surcharge is paid.

26. For repairs made solely to meet or maintain any governmental emission standards.

27. Damage to the engine, transmission, transfer case, or axle assembly resulting from water ingestion.

28. For repairs of water and air leaks, rattles, squeaks, or wind noise.

29. For repairs recommended by a manufacturer's Technical Service Bulletin (TSB).

30. Any component not listed in the selected coverage section as shown on the Registration page.

31. For fluids such as engine oil, transmission fluid, antifreeze, and associated filters.

32. Pre-existing or known mechanical failures prior to the Agreement purchase date are not covered.

33. For diagnostic charges or taxes on services rendered (unless otherwise required by state law).

34. Vehicles that have a branded, salvaged, rebuilt/restored, or any title other than a "clean" title; unless the Branded Title Vehicle surcharge has been applied.

## **VI. INELIGIBLE VEHICLES:**

The following Vehicles are ineligible for coverage under this Agreement:

1. Any imported Vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards.

2. Any Vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, true mileage unknown or if the original manufacturer's warranty was voided for any reason, unless the Rebuilt/Restored/Branded/Salvaged Surcharge is paid and indicated on the Registration page of this agreement.

3. Any Vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service, emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up delivery services; waste removal, dump truck, hazardous material transportation; federal, state or city government, or military use; fleet/pool vehicles used by multiple drivers, or Commercial Use, without the required surcharge being paid.

4. Any Vehicle equipped with a snowplow or tire modification.

5. Any Vehicle with a lift kit modification unless the lift six (6) inches or less; the lift components are warrantied for a minimum of three years by the lift manufacturer; and the appropriate surcharge has been paid.

6. Any Vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or Vehicles that have special bodies designed for commercial use.

**WE EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THIS AGREEMENT.**

## **VII. CANCELLATION OF THIS AGREEMENT**

You may cancel this Agreement by submitting a written request to the Dealer/Seller including a copy of Your Agreement. If you cancel this Agreement within the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro rata refund of the Agreement Purchase Price, based on the term remaining of the Agreement, less a fifty-dollar (\$50) cancellation fee. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Dealer/Seller will refund You 100% of the Agreement Purchase Price, less any claims paid on Your Agreement. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Lienholder to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

## **VIII. TRANSFER OF THIS AGREEMENT**

If and when You sell the Vehicle, this Agreement shall terminate, or You may apply for a transfer to the new owner.

If You choose to apply for a transfer of the Agreement to the new owner, such transfer request must be made in writing within fifteen (15) days from the date of sale to a private party (non-commercial party) and include: (1) a check for a one hundred dollar (\$100) transfer fee; (2) a copy of the Registration Section of this Agreement; (3) a signed affidavit stating the date of sale, the mileage at sale, and the new owner's name, address, and telephone number.

If You do not request a transfer of the Agreement to the new owner, the Agreement shall terminate. To receive a refund of the unearned Agreement Price you must: (1) notify Us in writing within thirty (30) days of the sale, and (2) provide a signed affidavit stating the date of the sale. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts.

The Agreement may not be assigned separately from the Vehicle, nor can it be assigned to a New or Used Car Dealership or anyone other than an individual person that purchased the Vehicle. This Agreement may only be transferred once.

**IMPORTANT:** In any event, this Agreement is not transferable to a dealer or other person or entity engaged in the business of selling, trading, or leasing vehicles.

## **IX. ARBITRATION**

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

1. Arbitration is a method of resolving any claim, dispute, or controversy without filing a lawsuit. In this Arbitration Provision, You and We (the "Parties") waive our respective rights to go to court and agree instead to submit any claims, disputes, or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that the transaction evidenced by this Agreement effects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

2. The Parties agree to resolve all claims, disputes, and controversies (collectively "Claims") related in any way to this Agreement by binding arbitration, including but not limited to Claims related to the underlying transaction giving rise to this Agreement, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance, or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope, and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each Party retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this Agreement, You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this Agreement between or among the Parties.

3. You agree and hereby expressly waive any right You may have to litigate in small claims court, state, county, or federal court any claim on a class action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any claim in a class action in small claims, state, county, or federal court. Notwithstanding anything to the contrary in this arbitration provision, any dispute regarding the validity and effect of this class action waiver prohibiting You from participating in or filing a class action in any court shall be determined exclusively by a court.

4. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be governed by the AAA Consumer Arbitration Rules (the "Code"). The arbitration will take place before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. You have a right to attend the arbitration hearing in person. You may choose to have any arbitration hearing held in the county where You live, the closest AAA location to Your residence, or via telephone. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879.

5. If You initiate arbitration with AAA, You must pay any AAA filing fee in effect at the time You initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If We initiate arbitration against You, We will pay Your filing fee and all



costs associated with the arbitration. We shall bear the expense of Your reasonable and actual attorney's fees, as determined by the arbitrator, regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of Your Claims to be frivolous, You shall bear all of Your own expenses, including all attorney's fees.

6. An arbitration award may not be set aside except for the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

7. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.

8. Nothing herein is intended or should be construed as consent to class action or representative arbitration. By signing this Agreement, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class action or collective basis, by You as a representative of others, private attorney general, or member of a class. The Parties collectively and You individually acknowledge and do not agree to arbitration of any claim hereunder on a class action, collective, or representative basis under any circumstances.

9. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding Your waiver of class-action rights or the Parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

10. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision governs.

11. You have the right to opt out of this Agreement to arbitrate by providing written notice of Your intention to do so to Us via certified mail within thirty (30) days of the execution of this Agreement.

## **X. PRIVACY POLICY**

We have a policy to respect Our customers' privacy. For more information, please review Our privacy policy at [TrustPointAuto.com/PrivacyPolicy](http://TrustPointAuto.com/PrivacyPolicy). It is understood that upon the purchase of this Agreement, You accept Our privacy policy located at [TrustPointAuto.com/PrivacyPolicy](http://TrustPointAuto.com/PrivacyPolicy).

## **XI. LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT**

You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the Covered Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Covered Vehicle. You further agree and acknowledge that We, the Obligor under this Agreement, are not the supplier of the Covered Vehicle. Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty."

## **XII. INSURANCE STATEMENT**

Our obligations under this Agreement are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

## **XIII. STATE DISCLOSURES**

**ALASKA:** Within the CANCELLATION section of this Agreement, the following is amended "If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund less a cancellation fee of seven and a half percent (7.5%) of the Agreement price and less any claims paid." Within the CANCELLATION section of this Agreement, the following is added: "If this Agreement is cancelled by Us at any time, any claims paid under this Agreement will be deducted from any refund due to You.", "If this Agreement is cancelled, and Your refund is not paid or credited within forty-five (45) days after the cancellation of this Agreement by Us, or within forty-five (45) days after You return of the Agreement to Us, a ten percent (10%) penalty of the unearned Agreement Purchase Price will be added to the refund for each month the refund remains unpaid."

**ALABAMA:** Within the CANCELLATION section of this Agreement, the following is amended: "No cancellation fee shall be deducted from Your refund if You cancel this Agreement within the first thirty (30) days and no claim has been filed. If You cancel this Agreement after thirty (30) days or a claim has been filed, then You will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25).

**ARKANSAS:** The ARBITRATION section is deleted in its entirety. PUNITIVE OR CONSEQUENTIAL DAMAGES means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

**ARIZONA:** Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. Nothing in this section prevents, limits, or waives Your rights to file a complaint

against Us, or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions. CANCELLATION section is amended as follows: A fifty-dollar (\$50) cancellation fee is applicable. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee of the lesser of fifty-dollars (\$50) or ten percent (10%) of the purchase price. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions 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 parts, (3) Our misrepresentation, and (4) ineligibility of parts for coverage under the program. Pre-Existing Condition(s) are not excluded if such conditions were known or should have been known by Us or the Dealer/Seller selling the Agreement on Our behalf. Under the Exclusions Section, the following is added: All exclusions only apply to occurrences after the Agreement Sale Date. Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or the Selling Dealer of the Agreement on Our behalf. The ARBITRATION section is amended to include nothing in this section prevents, limits, or waives Your rights to file a complaint against Us or seek remedy available thereto, with the Arizona Department of Insurance and Financial Institutions, Consumer Protection Division, 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007, Tel: (602) 364-2499; [www.difi.az.gov](http://www.difi.az.gov). [www.difi.az.gov](http://www.difi.az.gov). Under Section IX. Insurance Company statement, the following language is modified as follows: This Agreement specifically excludes Us and Administrator from liability for incidental or consequential damages occasioned by use of the products.

**CONNECTICUT:** If applicable, Arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this Agreement or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with You. If We are unable to resolve the dispute, You may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of Your covered Vehicle, the cost of any disputed repairs, and a copy of this Agreement document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, Your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless eitherparty objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code. You have a right to cancel this Agreement if You return the Vehicle or if the Vehicle is sold, lost, stolen or destroyed. This Agreement does not include in-home service. The costs of transporting the Vehicle will not be paid for by the Administrator. If this Agreement is for less than one year of coverage, this Agreement will be extended by the total number of days the Vehicle undergoes Covered Repairs at a Licensed Repair Facility. If this Agreement expires while the Vehicle is undergoing a Covered Repair, this Agreement will be extended until Covered Repairs are complete.

**FLORIDA:** You may NOT make any claim against the Florida Insurance Guaranty Association for Vehicle protection expenses. The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Within the ARBITRATION section amended to the following: Arbitration proceedings shall be conducted in the county in which the consumer resides. Within the TRANSFER OF THIS AGREEMENT section of this Agreement, the following sentence(s) is amended: "If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Agreement to the new owner. This request must be submitted within fifteen (15) days of the change in Vehicle ownership. You must notify the Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$40, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer." Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: "The Administrator may only cancel this Agreement sixty (60) days past the Agreement sale date for material misrepresentation or fraud at the time of sale of this Agreement, failure to maintain Your Vehicle as prescribed by the manufacturer, Your failure to provide the repair or replacement of an odometer that has been tampered with or disabled, or for non-payment of the Agreement Purchase Price."; "You, or a person authorized by You, may cancel this Agreement at any time by notifying the Administrator in writing. This notification must include this Agreement. A notarized statement indicating the actual mileage (odometer reading) of Your Vehicle on the date of the cancellation request may also be required."; "If this Agreement is cancelled by the Administrator, Your refund will not be less than one hundred percent (100%) of the paid unearned pro rate premium, less any claims paid under this Agreement. If this Agreement is cancelled by You within the first sixty (60) days from the Agreement sale date, You will receive one hundred percent (100%) of the gross premium paid, less any claims paid under this Agreement and an administrative fee of five percent (5%) of the gross premium paid. If this Agreement is cancelled by You after sixty (60) days past the Agreement sale date, You will receive ninety percent (90%) of the unearned pro rata premium, less any claims paid under this Agreement. In all instances, if there is no Lienholder, the refundable amount will be paid to You. If there is a Lienholder, the refundable amount will be paid to the Lienholder."

**GEORGIA:** Within the Declaration Page and Definition Section of this Agreement, the following is added: the time and mileage of a waiting period (if applicable) in coverage will be added to the end of the coverage term of the Agreement, and any terms that govern renewal of the Agreement. ARBITRATION does not apply in Georgia. CANCELLATION section is deleted in its entirety and replaced with the following: We may not cancel this Agreement except for material misrepresentation or fraud at

time of sale or non-payment of Agreement Price. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. We will mail out a thirty (30) day written notice of cancellation prior to the cancellation of this Agreement for fraud, material misrepresentation and non-payment of the Agreement Purchase Price. At least thirty (30) days written notice of cancellation will be mailed to You for all other reasons. Cancellation fee is not applicable. You may cancel this Agreement at any time. If You cancel this Agreement within the first thirty (30) days, We will refund the entire Agreement Purchase Price. If this Agreement is cancelled after the first thirty (30) days, We will refund the amount of the Agreement Purchase Price according to the pro-rata method reflecting the greater of the days in force or the miles driven. An administrative fee of ten percent (10%) of the pro-rata refund amount will be applied if the Agreement is cancelled by You. If You cancel this Agreement within the first thirty (30) days, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of the cancellation request. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. The lienholder, if any, will be named on a cancellation refund check as their interest may appear. In the event that You are subject to a Wait Period, the length and/or miles requirement of the Wait Period will be added to the end of Your term. GENERAL EXCLUSIONS item (32) is amended to state: pre-existing conditions, damage, or wear which should be known to You. Item (12) is deleted and replaced with the following: 12. SUBSEQUENT TO THE PURCHASE OF THIS AGREEMENT, IF YOUR VEHICLE'S ODOMETER HAS BEEN STOPPED, ALTERED OR MISREPRESENTS YOUR VEHICLE'S ACTUAL MILEAGE, WHEREBY THIS AGREEMENT WILL BE CONSIDERED VOIDED. Item (15) is deleted and replaced with the following: 15. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO, OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE AGREEMENT PURCHASE DATE AND KNOWN BY YOUR OR YOUR KNOWLEDGE.

**HAWAII:** Within the CANCELLATION section of this Agreement, the following sentence(s) is added: "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Agreement to Us."

**IDAHO:** Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guaranty Association.

**ILLINOIS:** CANCELLATION section is amended as follows: If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50).

**INDIANA:** This Agreement is not insurance and is not subject to Indiana insurance law.

**IOWA:** Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Department of Insurance and Financial Services, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315, (515) 654-6600. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement, 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 Agreement to Us. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within twenty (20) days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and, if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement.

**KENTUCKY:** If We fail to pay or provide service on a claim within sixty (60) days after it has been filed with us, the written claim can be submitted to Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547.

**LOUISIANA:** Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale. If We cancel this Agreement, We or the Selling Dealer will refund You 100% of the Agreement Purchase Price. If Your Agreement is financed, the Lienholder has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the Lienholder to cancel this Agreement. The Lienholder, if any, will be named on a cancellation refund check as their interest may appear. Within the ARBITRATION section of this Agreement, the "Arbitration" section is amended to include the following: Arbitration is voluntary and non-binding. This Agreement is not regulated by the Department of Insurance. Any concerns or complaints regarding this Agreement may be directed to the attorney general.

**MAINE:** The ARBITRATION section is deleted in its entirety. Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: If this Agreement is cancelled by You after the initial full refund period, a claim has been filed, or this Agreement is canceled by Us for any reason other than for nonpayment of the Agreement price, You will receive a one hundred percent (100%) pro rata refund of the unearned Agreement price, less an administrative fee of ten percent (10%) of the Agreement price and less any claims paid." "A ten percent (10%) penalty of the outstanding amount of the Agreement price shall be added to the refund per month if it is no paid or credited within forty-five (45) days after the return of this Agreement to Us."

**MARYLAND:** The definition of Agreement Period in the Terms and Conditions section is amended to add the following sentences: This Agreement is extended automatically when We fail to perform the services under the Agreement. The Agreement does not terminate until the services are provided in accordance with the terms of the Agreement. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The definition of "Mechanical Breakdown" is changed to mean: "the inability of a covered component or assembly to perform as designed under normal operating conditions, due solely to defects in materials or faulty workmanship or

normal wear and tear. If We have breached any duties under this Agreement or applicable Maryland law, You may file an action in any court of competent jurisdiction. In the event We fail to make pay any claim or make any refund or consideration due within 60 days after proof is filed with Us, You may make a direct claim against Lexington National Insurance Corporation.

**MASSACHUSETTS:** The entity obligated to perform under this Agreement is the Selling Dealer. The obligations of the Selling Dealer under this Agreement are insured under an insurance policy issued by Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547. In the event the Selling Dealer fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lexington National Insurance Corporation at the following address: 11426 York Road, 2nd floor, Cockeysville, Maryland 21030, or call the toll-free number at (866) 539-2547. The following is added to Your Agreement: NOTICE TO CONTRACT HOLDER: PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED IN THIS AGREEMENT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH THE SALE OF EVERY VEHICLE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS AGREEMENT. Chapter 90, Section 7N.25 of Massachusetts General Laws require 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 Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, 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 Agreement. The required dealer warranty is provided free of charge. Furthermore, the Definitions, Coverages, and Exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

**MINNESOTA:** Section 325F.662 of the Minnesota Statutes requires the Selling Dealer to provide You with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to You by the Selling Dealer. Any loss covered under the Selling Dealer's express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this Agreement during the term of the express warranty unless the Selling Dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Agreement. If You purchased a used Vehicle, upon request and payment of \$10.00, the Administrator will provide a copy of the owner's manual to You. CANCELLATION section is amended as follows If the original Agreement Holder cancels this Agreement within sixty (60) days of the original Agreement Purchase Date, consumer will receive a refund within forty-five (45) days of return of this Agreement; otherwise a ten percent (10%) penalty per month shall be added to a refund.

**MISSOURI:** If emergency repairs are required, deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the Administrator at 888-682-5242. The Administrator will determine the reimbursement eligibility in accordance with the terms and conditions of this Agreement." Within the "CANCELLATION" section of this Agreement, the following sentence(s) is added: "Cancellation by the Administrator", "If We cancel this Agreement, prior written notice of cancellation will be sent to Your last known address at least forty-five (45) days prior to cancellation by Us." "A ten percent (10%) penalty of the outstanding amount of the Agreement price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this Agreement to Us."

**MISSISSIPPI:** The Cancellation section is amended as follows: If You cancel this Agreement within twenty (20) days of the date this Agreement was mailed to you, or within ten (10) days of delivery at the time of sale and no claim has been made, this Agreement will be voided, and You will receive a refund of the full purchase price of the Agreement. The right to void this Agreement pursuant to this section is not transferable and applies only to the original Agreement holder, and is only allowed when no claim has been made prior to the return of this Agreement. If You cancel after twenty (20) days from the date the Agreement was mailed to you or after ten (10) days of delivery upon sale, You will receive a refund of one hundred percent (100%) of the unearned pro rata purchase price of the Agreement, less any claims paid. We may only cancel this Agreement in instances of nonpayment, material representation by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel for reason other than nonpayment by You, We shall refund to You one hundred percent (100%) of the unearned pro rata purchase price of the Agreement purchase price, less any claims paid. In the event this Agreement is cancelled by either party, a reasonable administrative fee may be charged by Us not to exceed ten percent (10%) of the purchase price paid by You. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of this Agreement to Us. The Arbitration section of this Agreement does not apply in the State of Mississippi. This Agreement is not supported by a manufacturer or distributor.

**NEBRASKA:** The ARBITRATION section of this Agreement, is deleted in its entirety.

**NEVADA:** NOTICE: If you, the Agreement holder, are not satisfied with the manner in which the provider is handling the claim on the Agreement, you may contact the Commissioner by use of the toll-free telephone number of the Division at 888-872-3234. NOTICE: THIS AGREEMENT IS NONRENEWABLE. THE WAITING PERIOD, IF APPLICABLE, IS EQUAL TO THE NUMBER OF DAYS AND NUMBER OF MILES SHOWN ON THE SCHEDULE PAGE. IF NO DAYS AND MILES ARE STATED ON THE SCHEDULE PAGE, THE STANDARD WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND

(1,000) MILES OR NINETY (90) DAYS AND TWO HUNDRED (200) MILES FOR LOW MILEAGE DRIVERS FROM THE AGREEMENT PURCHASE DATE AND ODOMETER MILEAGE AT AGREEMENT PURCHASE DATE. Within the CANCELLATION section of this Agreement, the following sentence(s) is added: "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty, based upon the Agreement purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Agreement to Us."; "In the event this Agreement is cancelled by Us, a cancellation fee will not be charged. No Agreement that has been in effect for at least seventy (70) days may be canceled by the Provider before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except on any of the following grounds: (a) Failure by the Agreement Holder to pay an amount when due; (b) Conviction of the Agreement Holder of a crime which results in an increase in the service required under the Agreement; (c) Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the Agreement Holder; or (2) a violation by the Agreement Holder of any condition of the Agreement after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. Cancellation of this Agreement may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the Agreement Holder. If this Agreement was mailed to You, You may cancel this Agreement within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, then You will receive a pro rata refund less a cancellation fee of twenty-five dollars (\$25.00)." At the sole discretion of the Administrator, a Covered Part may be replaced with new parts, remanufactured parts, or with used parts of like kind and quality. The ARBITRATION section of this Agreement is deleted in its entirety. Within the TRANSFER OF THIS AGREEMENT section of this Agreement, the following sentence(s) is added: "You must notify the Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$25, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer. The transfer fee includes expenses that cover staff processing time, telephone usage, postage, mailing and supplies."

**NEW HAMPSHIRE:** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at the following address and toll-free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416. The following is added to the Cancellation Provision and supersedes any other provision to the contrary: The cancellation fee will be the lesser of ten percent (10%) of the Agreement purchase price or fifty dollars (\$50). Claims will not be deducted from the refund to consumer. The ARBITRATION section, is amended to include the following: Arbitration shall only be required upon mutual agreement by US and YOU at the time of a controversy or claim arising out of or relating to this AGREEMENT with arbitration to occur at YOUR county of residence or other mutually agreed upon location in New Hampshire. At any time within one year after the award is made any party to the arbitration may apply to the superior court for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the parties or by the arbitrators, or on the ground that the arbitrators have exceeded their powers. Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators or by new arbitrators appointed by the court.

**NEW JERSEY:** The product being offered is an Agreement and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. In addition to Your cancellation rights set forth in the Cancellation Section, You may cancel this Agreement within 20 days of the date this Agreement was mailed to You or within 10 days of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and if You have not received any protection, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month on the Agreement Price amount for this Agreement must be added to a refund issued during the above-specified period that is not paid or credited to You within 45 days after the cancellation of this Agreement.

**NEW MEXICO:** Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: "Cancellation Provisions", "If this Agreement was mailed to You, You may cancel this Agreement within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund. The cancellation fee does not apply in New Mexico. "A ten percent (10%) penalty, based upon the Agreement purchase price, per month shall be added to the refund if it is not paid or credited within sixty (60) days after the return of this Agreement to Us." "No Agreement that has been in effect for at least seventy (70) days may be canceled by the Administrator before the expiration of the agreed term or one (1) year after the effective date of the Agreement, whichever occurs first, except on any of the following grounds: (a) Failure by the Agreement Holder to pay an amount when due; (b) Conviction of the Agreement Holder of a crime which results in an increase in the service required under the Agreement; (c) Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the Agreement Holder; or (2) a violation by the Agreement Holder of any condition of the Agreement after the effective date of the Agreement and which substantially and materially increases the service required under the Agreement; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Agreement was issued or sold. Cancellation of this Agreement may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the Agreement Holder. "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS



OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.”

**NEW YORK:** Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: “If this Agreement was mailed to You, You may cancel this Agreement within the first thirty (30) days from the date of service and receive a full refund, provided no claims have been filed. If this Agreement is cancelled by You after the initial full refund period, or a claim has been filed, You will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00) and less any claims paid under this Agreement. A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this Agreement to Us.”

**NORTH CAROLINA:** CANCELLATION section is amended as follows: A twenty-five-dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You.

**OHIO:** This Agreement is not insurance and is not subject to Ohio insurance law.

**OKLAHOMA:** THIS STATE DISCLOSURE AMENDS ALL FORMS ISSUED TO THE CONSUMER. THIS AGREEMENT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS AGREEMENT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. Oklahoma service warranty statutes do not apply to commercial use references in service warranty Agreements. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association Oklahoma Service Warranty License #{insert}. All 24Hour Roadside Assistance services, if applicable, are provided throughout the United States and Canada by Us. Within the “TRANSFER OF THIS AGREEMENT section of this Agreement, the following sentence(s) is amended: “If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Agreement to the new owner. This request must be submitted within thirty (30) days of the change in Vehicle ownership. You must notify the Claims Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer.” Within the CANCELLATION section of this Agreement, the following sentence(s) is amended: “The Provider may cancel this Agreement with written notice to the Agreement Holder’s last known address with at least thirty (30) days’ notice of such cancellation for material misrepresentation or substantial breaches of Agreement duties, conditions, or warranties, or for non-payment of the Agreement price. ‘If this Agreement is cancelled by You at any time, Your refund will be based upon ninety percent (90%) of the unearned pro rata Agreement price, less cancellation fee and less the actual Cost of any service provided under this Agreement. If this Agreement is cancelled by Us, Your refund will be based upon one hundred percent (100%) of the unearned pro rata Agreement price, less the actual Cost of any service provided under this Agreement. Pro rata refunds are determined by multiplying the amount You paid for this Agreement by the lesser of the following: (a) the number of covered days remaining on the Agreement divided by the original number of covered days, or (b) the miles of remaining coverage under the Agreement divided by the original number of covered miles. In all instances, if there is no Lienholder, the refundable amount will be paid to You. If there is a Lienholder, the refundable amount will be paid to the Lienholder.” The ARBITRATION section is amended as follows: 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 district court.

**OREGON:** If Emergency Repairs are required, deliver Your Vehicle to a Repair Facility and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, report the repairs to the Administrator. The Administrator will determine the reimbursement eligibility in accordance with the terms and conditions of this Agreement.” If a dispute arises between the Repair Facility and Us, We reserve the right to relocate Your Vehicle to a Repair Facility of Our choice.” Within the ARBITRATION section of this Agreement, the following is included: There should be a mutual agreement at the time of dispute. Arbitration shall occur in Oregon (unless another location is mutually agreed upon), and arbitration shall be in accordance with Oregon laws.

**SOUTH CAROLINA:** If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, [info@doi.sc.gov](mailto:info@doi.sc.gov). CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**TEXAS:** If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the Agreement to Us. If a covered claim is not paid within forty-five (45) days after You have filed proof of loss with Us, You may file a claim directly with Lexington National Insurance Corporation

**UTAH:** Coverage afforded under this Agreement is not guaranteed by the Utah Property and Casualty Guaranty Association. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. CLAIMS PROCEDURES section is amended as follows: If You fail to give any notice or file any proof of loss required by this Agreement within the time specified in this Agreement, 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. CANCELLATION section is amended as follows: We may cancel this Agreement for one of the following reasons: (a) Nonpayment; (b) Material misrepresentation; (c) Substantial change in risk; or (d) Substantial

breaches of contractual duties. If We cancel this Agreement, We will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least: (1) ten (10) days before the effective date of cancellation if canceled for non-payment of the Agreement Purchase Price; or (2) forty-five (45) days before the effective date of cancellation if canceled for any other reason. Payment Terms: This Agreement can be purchased by using Cash/Credit Card or Financed as part of Your Vehicle loan/lease. FILING A CLAIM section has been revised to add the following: If an emergency occurs that requires a covered Mechanical Breakdown repair to be made at a time when Our office is closed and prior authorization for the repair cannot be obtained, You should follow all of the claim procedures outlined in this section with the exception of obtaining authorization for payment from Us. After following these instructions, contact Us for claims instructions on the next business day at 888-855-2832, or as soon as reasonably possible. INSURANCE STATEMENT section (13) is amended to state: In the event the Obligor fails to pay any claim within sixty (60) days after proof of loss has been filed. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle. Section VII Exclusion 8 is modified to read: "Any pre-existing damage or wear which causes a Breakdown to Your battery prior the purchase of this Agreement."

**VIRGINIA:** If any promise made in the contract has been denied or has not been honored within sixty (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](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

**WASHINGTON D.C.:** Within the CANCELLATION section of this Agreement, the following sentence(s) is added: "An administrative fee of fifty dollars (\$50) or ten percent (10%) of the Agreement Purchase Price, whichever is less, and less any claims paid, will be charged for all pro rata cancellations made by You." "A ten percent (10%) penalty per month will be added to Your refund if it is not paid or credited within forty-five (45) days after the return of this Contract to Us. NOTE: You will not receive a refund if this Agreement has expired."

**WISCONSIN:** THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting written request to the Selling Dealer containing a copy of Your Agreement and the current mileage on Your vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Selling Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first thirty (30) days from the Agreement Purchase Date, We or the Selling Dealer will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50). If You are the original Agreement holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, We, shall pay a ten percent (10%) per month penalty of the refund amount outstanding which We shall add the amount of the refund that is not made within forty-five (45) days of return of this Agreement to Us. You may cancel this Agreement at any time in the event of total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of the Agreement. We or the Selling Dealer will refund You a pro- rated amount of the Agreement Purchase Price less any claims paid on Your Agreement. We may cancel this Agreement for material misrepresentation or fraud at time of sale, substantial breach of duties by the Agreement holder relating to Agreement coverage, or non-payment of Agreement Purchase Price. If We cancel this Agreement, We will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. If We cancel this Agreement, We or the Selling Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. ARBITRATION does not apply in Wisconsin.

**WYOMING:** Within the CANCELLATION section of this Contract, the following sentence(s) is added: "You hereby authorize the Lienholder to cancel this Contract on Your behalf in the event: (1) Your Vehicle is repossessed, or (2) Your Vehicle is declared a total loss. If this Contract is cancelled within the first twenty (20) days from the mailing date of this Contract and no claims have been filed, then You will receive a full refund. If this Contract is cancelled after twenty (20) days from the mailing date of this Contract or after a claim has been filed, then You will receive a pro rata refund, less any claims paid under this Contract. Pro rata refunds are determined by multiplying the amount You paid for this Agreement by the lesser of the following: (a) the number of covered days remaining on the Agreement divided by the original number of covered days, or (b) the miles of remaining coverage under the Agreement divided by the original number of covered miles. A cancellation fee of \$50 will be charged for all pro rata cancellations made by the Contract Holder. If a refund is due to You under this Contract, a 10% penalty of the Agreement price per month will be added to the refund if it is not made within forty-five (45) days of return of the Contract to the Provider. In all instances, if there is no Lienholder, the refundable amount will be paid to You. If there is a Lienholder. The ARBITRATION section of this Agreement is deleted in its entirety. Arbitration does not apply in Wyoming.