



TIRE & WHEEL

DEFINITIONS

The following definitions apply to words frequently used in this **Contract** and appear in Bold Faced Type:

You, Your – Means the **Contract** Holder shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

We, Us, Our – Means the provider for this **Contract** as stated on the **Registration Page** attached to this **Contract**.

Administrator – Means the administrative entity of this **Contract**, NIU of Florida, Inc.

Commercial Use – Means vehicles used for farming or ranching, route work, job-site activities, service or repair work or delivery of goods.

Contract – Means this Tire and Wheel Service **Contract** which **You** have purchased from **Us** to protect **Your Vehicle's Tires/Wheels**.

Damage – Means when the covered Tire or Wheel, will no longer hold air or the tire will not seal to the wheel due to contact with **Road Hazard**.

OEM Warranty – Means the original equipment manufacturer's warranty attached to **Your Tires/Wheels**, which covers expenses incurred for necessary repairs to fix any defects in material or workmanship.

Public Roadway – Means a paved or gravel roadway that is maintained by local or state authorities.

Registration Page – Means the numbered document which must be attached to and forms part of this **Contract**. It lists information regarding **You, Your Vehicle**, and other vital information.

Repair – Means the necessary labor and parts services **We** will provide for an authorized repair facility to restore **Your Vehicle's Tires/Wheels** when **Damaged** from contact with **Road Hazard**. Included within this definition are the following services: mounting, balancing, valve stems, taxes and proper disposal of any non-repairable **Tire/Wheel**.

Road Hazard – Means **Damage** that results from **Your Tires/Wheels'** contact with a pothole, debris (i.e. nails, glass, rocks, tree limbs), or any other object or condition not normally found on a **Public Roadway**. EXCEPTION: damage that results from **Your Tires/Wheels'** contact with objects or conditions within a designated construction zone or construction site (i.e. uneven lanes due to repaving, metal plates temporarily covering a hole in the road) is not covered under the terms and conditions of this **Contract**, and should be reported to **Your Vehicle's** automobile physical damage insurance company.

Tires/Wheels – Means the original tires and wheels on **Your Vehicle**, which meet **Your Vehicle's** manufacturer's size and specification and are to be covered under this **Contract**.

Vehicle – Means the automobile in which the covered **Tires/Wheels** are attached, and which is described on the **Registration Page**.

Register, Registered – Means a claim has been recorded only when the **Administrator** has been contacted and has issued a claim reference number.

COVERAGE

We agree to **Repair Your Tire/Wheel** in the event of **Damage** incurred as a result of a **Road Hazard**. **Repair** includes any necessary mounting, balancing, valve stems, taxes and proper disposal of any non-repairable **Tire/Wheel**. In lieu of **Repair**, **We** reserve the right, at **Our** sole discretion, to replace **Your Damaged Tire/Wheel** with a product of equal or similar features and functionality, not necessarily the same brand. **NOTE: You** are responsible for all charges associated with any necessary diagnostic, disassembly, service or repair services which are not specifically stated as covered by this **Contract**. **You** are also responsible for maintaining **Your Vehicle** and all **Tires/Wheels** in accordance with the manufacturer's specifications (see "PROVISIONS OF THIS TIRE & WHEEL VEHICLE SERVICE CONTRACT", Section 1). This **Contract** does not cover repair or replacement of the **Tires/Wheels** for any of the causes, or provide coverage for any losses, set forth in the Section entitled "EXCLUSIONS & LIMITATIONS" herein.

ROADSIDE ASSISTANCE

No Deductible applies to the following:

Emergency Road Service (855) 548-5623

Producer Code: 81125, Plan: "R", Member ID: this is Your Contract Number located on the top right corner of the Registration Page.

24-hour emergency road service is provided through Nation Motor Club, Inc., administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

- For Arizona, Arkansas, Hawaii, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, services are provided by Nation Motor Club, Inc. dba Nation Safe Drivers.
- For California members, services are provided by Nation Motor Club, Inc., California Motor Club Permit Number 5157-3.

Emergency Road Service is available when Your Vehicle is disabled as long as this Contract is in effect. Note: One paid benefit per 72-hours. EMERGENCY ROAD SERVICE consists of:

Mechanical First Aid: Any service requiring a minor adjustment (exclusive of parts) to enable Your disabled Vehicle to proceed under its own power.

Tire Service: Changing of a flat tire with an inflated spare.

Battery Service: Attempting to start a Vehicle with a booster battery.

Delivery Service: Delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. Materials being delivered will be paid for by the customer.

Towing Service: When Your Vehicle is disabled, it will be hooked up and towed up to twenty-five (25) miles to a destination of Your choice by an authorized towing service.

Locksmith Service: If keys are locked inside Your Vehicle, a locksmith will be dispatched to assist You in gaining entry to Your locked Vehicle. EMERGENCY ROAD SERVICE WILL BE ADMINISTERED BY NATION MOTOR CLUB, INC. DBA NATION SAFE DRIVERS, 800 YAMATO ROAD, SUITE 100, BOCA RATON, FLORIDA 33431.

HOW TO FILE A CLAIM:

IF YOUR TIRE/WHEEL IS DAMAGED, TAKE THE FOLLOWING STEPS:

- 1. Prevent Further Loss** - Take immediate action to prevent further loss to **Your Tires/Wheels**. This **Contract** will not cover any losses resulting from **Your** failure to secure **Repair** within a reasonable amount of time after **Damage** has occurred. **You** are responsible for observing **Your Vehicle's** warning lights and gauges, and for taking appropriate action immediately. Failure to do so may result in the denial of coverage under this **Contract**.
- 2. Get the Vehicle to a Licensed Repair Facility** - If the **Tire/Wheel** sustains **Damage**, take the **Vehicle** to any licensed repair facility.
- 3. Provide Repair Facility with a Copy of this Contract, including the Registration Page, and Your Plan Letter "R" - IMPORTANT:** Evaluation of **Damage** by a licensed repair facility does not guarantee coverage under this **Contract**. All **Repairs** must first be **Registered** and authorized by the **Administrator**.
- 4. Register Claim with the Administrator** - Ask the licensed repair facility to call the **Administrator** at (800) 971-4379 to **Register** the claim. If the service manager is unable to call, **You** must call prior to any services being performed. All claims must be first **Registered** with the **Administrator** in order to be eligible for coverage under this **Contract**.
- 5. Authorize Inspection** - In some cases, **You** may need to authorize **Us** or the repair facility to fully inspect **Your Vehicle** and/or **Tires/Wheels** in order to determine the cause and necessary **Repairs**. **You** will be responsible for these charges if the **Damage** is not covered under the terms of this **Contract**. **We** reserve the right to require an inspection of **Your Vehicle** and/or **Tire/Wheels** prior to any **Repairs** being made. Instruct the repair facility to save all components, in the event the **Administrator** requires an inspection.
- 6. Emergency Repairs** - Should an emergency occur which requires a repair/replacement be made at a time when the **Administrator's** office cannot be contacted, the **Contract** Holder must call within five (5) business days from the date of repair (365 days in Wisconsin) (as soon as reasonably possible in Utah), to determine if such repair will be covered by this **Contract**. If covered, the **Contract** Holder will be reimbursed for the repair subject to the Terms and Conditions contained herein. If it is determined that the repair/replacement is not covered by the **Contract**, **You** will be responsible for the repair/replacement cost(s).
 - When the covered **Tires/Wheels** are replaced, the damaged **Tires/Wheels** must be retained;
 - When the covered **Tires/Wheels** are repaired, the bare rim run-out measurements/readings must be provided along with clear pictures of the damage before the damaged **Tires/Wheels** are repaired.
 - All claim documentation must be received within ninety (90) days of repair/replacement to be eligible for payment.

ADMINISTRATOR
NIU of Florida, Inc.
800 Yamato Road, Suite 100
Boca Raton, FL 33431
(800) 971-4379

EXCLUSIONS & LIMITATIONS:

THIS **CONTRACT** PROVIDES NO COVERAGE OR BENEFITS FOR:

- A. LOSSES RESULTING FROM ANY OF THE FOLLOWING: NORMAL WEAR; DRY ROT; MECHANICAL FAILURES; COLLISION; FIRE, THEFT, VANDALISM, RIOT, ACTS OF TERRORISM, OR EXPLOSION; LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL HAZARDS OR CHEMICALS; MISUSE, ABUSE OR NEGLIGENCE; OVERLOADING, IMPROPER INSTALLATION, MOUNTING OR BALANCING; ABNORMAL WEAR CAUSED BY MISALIGNMENT OR SUSPENSION PROBLEMS;**

DRIVING ON A NON-PUBLIC ROADWAY, CONSTRUCTION ZONE, OR CONSTRUCTION SITE; MODIFICATIONS TO THE VEHICLE WHICH DO NOT COMPLY WITH MANUFACTURER'S SPECIFICATIONS; OR SLOW LEAKS DUE TO DEFECTIVE VALVE STEMS.

- B. COSMETIC DAMAGE (I.E. SCUFFS, SCRATCHES, DISCOLORATION); RETREADED, REGROOVED OR RECAPPED TIRES; RACING TIRES; TIRES OR WHEELS WHICH FAIL TO MEET MANUFACTURER'S SPECIFICATIONS; TIRES (AND ATTACHED WHEELS) WITH 3/32" OF AN INCH TREAD DEPTH OR LESS; OR WHEEL LOCKS (INCLUDING ANY INCONVENIENCE CAUSED BY WHEEL LOCKS).**
- C. LOSSES COVERED UNDER ANY OEM WARRANTY, MANUFACTURER RECALL, OR AUTOMOBILE INSURANCE POLICY.**
- D. TIRES/WHEELS WHICH HAVE BEEN INSTALLED ON A DIFFERENT VEHICLE THAN AS SPECIFIED ON THE REGISTRATION PAGE, OR TIRES AND/OR WHEELS ON A TRAILED OR IN-TOW VEHICLE THAT IS ATTACHED TO THE VEHICLE SPECIFIED ON THE REGISTRATION PAGE.**
- E. CHARGES RELATED TO SHOP SUPPLIES, SHIPPING AND SURCHARGES, ENVIRONMENTAL OR DISPOSAL, MOUNTING OR REMOVAL OF SNOW TIRES OR CHAINS, ROUTINE MAINTENANCE (I.E. TIRE ROTATION/BALANCING, ALIGNMENTS, ADJUSTMENTS), AND RECOMMENDED REPAIRS OR REPLACEMENTS WHICH ARE NON-ESSENTIAL TO THE BASIC, FUNCTIONAL RESTORATION OF THE COVERED TIRES/WHEELS (I.E. MATCHING SETS OF TIRES WHEN ONLY ONE TIRE/WHEEL HAS SUSTAINED DAMAGE).**
- F. SUBSEQUENT OR CONSEQUENTIAL LOSSES THAT MAY RESULT FROM ROAD HAZARD; INCLUDING BUT NOT LIMITED TO: LOSS OF USE, TIME, PROFIT, INCONVENIENCE, OR HARM TO THE VEHICLE.**
- G. LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF THE VEHICLE; REGARDLESS OF WHETHER RELATED TO ROAD HAZARD DAMAGE WHICH MAY BE OTHERWISE COVERED UNDER THIS CONTRACT.**
- H. LOSSES OCCURRING WHILE THE VEHICLE IS OUTSIDE OF THE TERRITORY DEFINED IN THIS CONTRACT.**
- I. ANY VEHICLE THAT IS UTILIZED AT ANY TIME FOR ANY COMMERCIAL USE.**
- J. REPAIRS OR REPLACEMENTS NOT REGISTERED BY THE ADMINISTRATOR.**
- K. ANY RESULTANT DAMAGE CAUSED BY YOUR FAILURE TO PROTECT THE TIRES/WHEELS FROM FURTHER DAMAGE WHEN AN OBVIOUS PROBLEM EXISTS.**
- L. ANY VEHICLE WEIGHING OVER 1 TON GVWR, "EXOTIC VEHICLE", OR VEHICLE WITH AN MSRP GREATER THAN ONE-HUNDRED THOUSAND DOLLARS (\$100,000) AN "EXOTIC VEHICLE" INCLUDES ASTON MARTIN, BENTLEY, DODGE VIPER, FERRARI, LAMBORGHINI, LOTUS, MASERATI, MAYBACH, PLYMOUTH PROWLER, AND ROLLS ROYCE.**

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT:

This **Contract** is between **Us** and **You**, and is subject to all the terms and conditions contained herein.

1. MAINTENANCE REQUIREMENTS

You must ensure proper tire inflation at all times as specified in the **Vehicle's** and **Tires/Wheels'** manufacturer's owner's manuals. In the event any of **Your Tires'** tread depth reaches 3/32", **You** are required to replace such **Tire(s)**; any **Tires** replaced under these circumstances and in accordance with the **Tire's** manufacturer's guidelines are covered for the remaining term of this **Contract**. **You** must also have **Your Vehicle** and **Tires/Wheels** checked and serviced (including tire rotation, balancing and alignments) in accordance with the **Tires/Wheels'** or **Vehicle** manufacturers' recommendations that are outlined in the owner's manuals. **NOTE:** **Your** owner's manuals list different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's

recommendations that apply to **You** specific conditions will result in claims denial. If an owner's manual has not been provided to **You**, **You** can contact **Your Vehicle's** or **Tires/Wheels'** manufacturer for maintenance requirements. **IMPORTANT:** Be sure that **You** keep all invoices/receipts associated with complying with these maintenance requirements, as **You** may be requested to provide such to the **Administrator** in the event of a claim.

2. CONTRACT PERIOD

Expiration is measured in time from the **Contract** purchase date and continues for the period of time shown on the **Registration Page**.

3. COVERAGE

The coverage afforded **You** for **Your Vehicle** is fully described in this **Contract**. Please see section: Coverage of this **Contract**. If the Tire & Wheel box is not marked in the Products Purchased section of **Your Registration Page**, contact **Your Selling Dealer** immediately.

3. DEDUCTIBLE

There is no **Deductible** required to obtain an authorized benefit under this **Contract**.

4. TERRITORY

This **Contract** applies only to a **Vehicle** that is physically located within: (1) the United States of America (U.S.A.), its territories or possessions; (2) Canada; or (3) being transported between any of the previously stated at the time in which it sustains **Damage** due to **Road Hazard**.

5. TRANSFERS

a. **Your Contract** may be transferred to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of **Your Vehicle** passes through an entity other than the subsequent buyer, or **Your Vehicle** is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original purchaser of this **Contract**.

b. To transfer, the following must be submitted to the provider within thirty (30) days of the change of ownership to a subsequent individual purchaser:

- A completed transfer form; with
- Name and Address of new owner and date of sale to new owner; and
- \$35.00 Transfer Fee made payable to the provider.

6. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle** due to collision. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no refund will be due and no claims will be approved.

CANCELLATION OF YOUR CONTRACT:

1. **You** may cancel this **Contract** at any time; including when a total loss of **Your Vehicle** due to collision occurs, or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the Issuing Dealer or the provider. If **You** cancel this **Contract**, it will not be reinstated. This **Contract** can only be cancelled by the original purchaser of this **Contract**.

2. **We** may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may also cancel this **Contract** if **Your Vehicle** is found to be utilized as **Commercial Use**.

3. If **Your Vehicle** and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment (except in the states of Utah, Washington and Wyoming), or if **Your Vehicle** is declared a total loss due to collision or it is repossessed.

4. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method based on the days in force and the date Coverage began, less claims paid, less a fifty dollar \$50.00 administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

GUARANTY:

This is not an insurance policy, it is a service contract. **Our** obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company (a California-approved insurance company), 59 Maiden Lane, 6th Floor, New York, NY 10038, If a covered claim is not paid within sixty (60) days [except Arizona thirty (30) days] after proof of loss has been filed, **You** may file a claim directly with the Insurance Company at the above address or by calling (866) 505-4048.

ARBITRATION:

As used in this provision, "You" and "Your" means the person or persons named in this **Contract**, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean the Obligor identified on the **Registration Page** and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("provision") carefully. It affects Your rights.

Most customer concerns can be quickly and satisfactorily resolved by calling Warrantech Automotive, Inc. at (888) 305-8139. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Contract will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of arbitration.** Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court. In addition, under certain circumstances (explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

ARBITRATION AGREEMENT

(1) We and You agree to arbitrate **all disputes and claims** that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior contract (including, but not limited to, claims relating to marketing);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this **Contract**.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Contract, You and We are each waiving the right to a trial by jury or to participate in a class action.**

This **Contract** evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the **Contract**.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., Warrantech Corporation, 2200 Highway 121, Bedford, TX 76021 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.
- (3) After We receive notice at the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Contract**, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Contract**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of Your billing address. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which you seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.
- (4) If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of the last written settlement offer made by Us before an arbitrator was selected, We will:
 - pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
 - pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14

days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.
- (7) Notwithstanding any provision in this **Contract** to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your **Contract**, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

STATE ADDENDUMS:

Regulation of service contracts may vary widely from state to state. Any provision within this **Contract** which conflicts with the laws of the state where **You** live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if **Your Contract** was purchased in one of the following states, and supersede any other provision within **Your Contract** terms and conditions to the contrary.

ALABAMA

No administrative fee will be charged if **We** cancel **Your Contract**. In the event **We** cancel this **Contract**, written notice will be sent to **Your** last known address at least five (5) days prior to cancellation with the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is non-payment of the provider fee or material misrepresentation by the Service **Contract** Holder to the provider relating to the covered property or its use.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the provider.

An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged if You cancel after sixty (60) days or a claim has been filed.

ALASKA

THE **CONTRACT** OBLIGOR/PROVIDER is Mazda North American Operations, P.O. Box 1009, Bedford, TX 76095, (877) 647-9751.

This **Contract** does provide **Coverage** if **Your Vehicle** is used for snow removal, provided **Your Vehicle** is properly equipped for such use and is not used commercially.

This **Contract** does not provide **Coverage** for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the **Contract**), and attorney's fees.

ARIZONA

You may also cancel this **Contract** by returning it to the provider, Warrantech Automotive, Inc., as listed on the **Registration Page**.

We may only cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** misrepresentation in the submission of a claim.

We may also cancel this **Contract** if **Your Vehicle** is found to be utilized as **Commercial Use**.

In no event will claims paid be deducted from any refund.

The Arbitration Provision does not prohibit an Arizona resident from

following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

ARKANSAS

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the provider.

CALIFORNIA

THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE, INC. AND THE ADMINISTRATOR IS NATION MOTOR CLUB, INC. D/B/A NSD INSURANCE MARKETING.

We cannot deny a claim solely based on untrue information having been provided during the course of filing a claim.

If **We** cancel this **Contract** the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The **Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this **Contract** within sixty (60) days, the entire **Contract** price will be refunded, less any claims paid or approved for payment prior to the cancellation date. If **We** cancel this **Contract** after sixty (60) days, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins. If **We** cancel this **Contract**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Contract**. If **You** cancel this **Contract** after sixty (60) days, **We** will refund an amount of the **Contract** price according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins, an administrative fee not to exceed the lesser of twenty-five dollars (\$25.00) or ten percent (10%) of the **Contract** price charged will be charged.

Under the Arbitration Provision, the following is added: This Provision shall inure to the benefit of and be binding on **You** and **Us** following exhaustion of **Your** right to file claims with the Insurance Company and/or the California Department of Insurance ("DOI") as specified on the **Registration Page**. However, if **You** choose to forego **Your** right to file **Your** claims with the Insurance Company and the DOI, **You** waive those rights and this Provision will be enforced and binding. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. Reference to the Federal Arbitration Act in the Arbitration Provision of this **Contract** shall be replaced with the following citation: CAA (CCP § 1280 et seq). The reference to the class action waiver is hereby stricken from the ALL CAPS portion of the Arbitration Provision in this **Contract**. The choice of law for all California residents is California. The fee provision in the Arbitration Provision of this **Contract** shall be amended to include California Code of Civil Procedure, Title 9, Chapter 1 § 1284.3.

CONNECTICUT

Resolution of Disputes - In accord with CT Bulletin PC-45, a written complaint may be mailed to: State of Connecticut, Insurance Department, P O Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty **Contract**.

If **Your Vehicle** is being repaired for a covered repair or replacement, and the warranty plan expires during the repair or replacement, the warranty plan is extended until the repair or replacement is completed. **You** may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

DELAWARE

THE CONTRACT OBLIGOR/PROVIDER is Mazda North American Operations, P.O. Box 1009, Bedford, TX 76095, (877) 647-9751.

FLORIDA

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

You may also cancel this **Contract** by contacting the provider, Wesco Insurance Company, as listed on the **Registration Page**.

This Contract may be cancelled by You within sixty (60) days of purchase upon written request. We will refund one hundred percent (100%) of the gross written premium less claims paid and less an administrative fee of five percent (5%). If You cancel the Contract after sixty (60) days, We will refund ninety percent (90%) of the unearned pro rata premium. If We cancel the Contract, We will return one hundred percent (100%) of the unearned pro rata premium. After the Contract has been in effect for more than sixty

(60) days, We may only cancel for material misrepresentation, odometer tampering, failure to maintain the motor vehicle as prescribed by the manufacturer or non-payment of premium, in which case You will be notified of cancellation by certified mail, or if Your Vehicle is found to be modified in a manner not recommended by the manufacturer, or Your Vehicle is found to be used as a Commercial vehicle.

Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA

The lienholder shown on the **Registration Page** may only cancel this **Contract** for non-payment if they hold a power of attorney.

We may only cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term of the plan selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

HAWAII

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the provider.

IDAHO

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

ILLINOIS

THE DEFINITION OF "WE, US, AND OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS WARRANTECH AUTOMOTIVE, INC.

This Vehicle Service **Contract** provides no **Coverage** or Benefits for any repair or replacement of any covered part if a **Breakdown** has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a **Breakdown**.

The Vehicle Service **Contract** provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Vehicle Service **Contract** price or fifty dollars (\$50.00).

INDIANA

Your proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**.

Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

IOWA

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (877) 955-1212.

If **You** cancel this **Contract**, **We** must mail written notice of cancellation to **You** within fifteen (15) days of cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty will be added each month to any refund not paid to the **Contract** Holder within thirty (30) days of the return of the service **Contract** to the Service Company.

LOUISIANA

THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE, INC.

CANCELLATION OF YOUR CONTRACT SECTION – Item 4. is deleted and replaced with the following:

4. If **You** cancel this **Contract** within the first thirty (30) days, the full price **You** paid for the Service **Contract** will be refunded, less a fifty dollar (\$50) administrative fee. If **You** cancel this **Contract** after the first thirty (30) days, **We** will refund to **You** an amount according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins, less a fifty dollar (\$50) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

MAINE

An administrative fee not to exceed fifty dollars (\$50.00) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **Contract** to the provider.

MARYLAND

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider.

MASSACHUSETTS

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

MINNESOTA

If **We** cancel this **Contract** for nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product or its use, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider.

If **You** have cancelled this **Contract** and have not received the refund from **Us** or the provider within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**.

Definition "**Pre-existing**" is not applicable to Minnesota residents.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

MISSISSIPPI

Our obligations and the performance to **You** under the Service **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 6th Floor, New York, NY 10038.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

MISSOURI

If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund **You** the entire purchase price of the **Contract**. If this **Contract** is canceled within the first sixty (60) days and a claim has been filed, **We** will refund **You** the entire purchase price of the **Contract** less claims paid. This "free-look" period only applies to the original **Contract** purchaser. If this **Contract** is canceled after the first sixty (60) days, **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If this **Contract** is canceled, **We** shall mail written notice of cancellation to **You** within forty-five (45) days of cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the **Contract** to the **Provider**.

NEBRASKA

We may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

NEVADA

THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE, INC.

This Service **Contract** is not renewable.

This **Contract** provides no coverage for damage to **Your Vehicle's** Tire/Wheel which occurred or existed prior to the **Contract** Purchase Date. Obtain approval PRIOR to having work performed that may be covered by this Service **Contract**. Any claim for repairs that have not received prior approval will not be covered.

CANCELLATION OF **YOUR CONTRACT** SECTION – Items 2. and 4. are deleted and replaced with the following:

2. **We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this Service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. **We** may cancel this **Contract** if **Your Vehicle** is found to be used as a **Commercial Vehicle**, however, **We** may only cancel this **Contract** for these reasons if such modification or use occurred after the effective date of this **Contract** and substantially and materially increases the service required under this **Contract**. If **We** cancel **Your Contract**, **You** will be entitled to a refund on the unearned **Contract** fee according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins, no administrative fee will be deducted. In no event will claims be deducted from any refund. In the event **We** or the lienholder cancel this **Contract**, written notice will be sent to **Your** last known address at least fifteen (15) days prior to cancellation with the effective date of the cancellation.

4. **You** may cancel this **Contract** at anytime. If **You** have made no claim and **Your** request for cancellation is within sixty days (60) days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first sixty days (60) days, **We** will refund to **You** an amount based on the pro-rata method, less a fifty dollar (\$50.00) administrative fee. If **Your Contract** was financed, the outstanding balance will be deducted from any refund. In no event will claims paid be deducted from any refund. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date and the refund is not processed within forty-five (45) days, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

NEW HAMPSHIRE

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317. Cancellation and Transfer Fees do not apply.

The Arbitration Provision section of this **Contract** is stricken in its entirety.

NEW MEXICO

You may cancel this **Contract** within sixty (60) days of the time of sale. If **You** have made no claim, the service **Contract** is void and the full purchase price will be refunded to **You**. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of **Your** return of the service **Contract**. These provisions apply only to the original purchaser of the service **Contract**. In the event **We** cancel this service **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The provider of this service **Contract** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use.

NEW YORK

THE APPEARANCE PACKAGE CONTRACT IS NOT AVAILABLE TO RESIDENTS OF NEW YORK.

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

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

NORTH CAROLINA

An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this **Contract** is cancelled by **You**.

OKLAHOMA THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE OF FLORIDA, INC.

Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma service warranty statutes do not apply to **Commercial Use** references in service warranty contracts.

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT** SECTION – Item 6. is deleted and replaced with the following:

6. FINANCIAL AGREEMENTS

If this **Contract** was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this **Contract** for any reason including repossession of **Your Vehicle**, or total loss of **Your Vehicle**. Failure to make monthly payments in a timely manner may result in cancellation of this **Contract** and no claims will be approved.

CANCELLATION OF **YOUR CONTRACT** SECTION – Items 2. and 4. are deleted and replaced with the following:

If this **Contract** is canceled within the first sixty (60) days by the warranty holder and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is canceled by the warranty holder after the first sixty (60) days or a claim has been filed within the first sixty (60) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium, less the actual cost of any service provided under the service warranty **Contract**. In the event the **Contract** is cancelled by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty **Contract**.

The Arbitration Provision section of this **Contract** is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

ARBITRATION section, Item (6) is deleted in its entirety and replaced with the following:

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be voidable.

Roadside Assistance services are provided by Nation Motor Club, Inc., 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, (855) 548-5623.

OREGON

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Oregon and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

SOUTH CAROLINA

If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6180.

If **We** cancel this **Contract** **We** shall mail a written notice to **You** at the last known address held by **Us** at least fifteen (15) days prior to

cancellation, providing **You** with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use.

If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, 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 return of the Service **Contract** to the provider.

Obligations of the provider under this Service **Contract** are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company, 59 Maiden Lane, New York, NY 10038, (866) 505-4048.

TEXAS

NIU of Florida, Inc. Service **Contract Administrator** License No. 183. If **You** have any questions regarding the regulation of the Service **Contract** provider or a complaint against the Obligor, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

If this **Contract** is cancelled within the first sixty (60) days, **We** will refund the entire **Contract** charge, less claims paid. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days based on the term selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service **Contract** Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. If **We** cancel this **Contract**, no cancellation fee shall apply. **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service **Contract** is canceled.

If a Service **Contract** is cancelled and the provider does not pay the refund or credit the Service **Contract** Holder's account before the 46th day after the date of the return of the Service **Contract** to the provider, the provider is liable to the **Contract** Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

UTAH

THE CONTRACT OBLIGOR IS WARRANTECH AUTOMOTIVE, INC.

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

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

We may cancel this **Contract** for the following reasons by sending to **You** notice of cancellation and the reason for cancellation, via first class mail, to Your last known address:

1. **We** may cancel this **Contract** for non-payment of the **Contract** charge. Such cancellation will be effective ten (10) days after mailing of notice.
2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice.

The Arbitration Provision section of this **Contract** is stricken in its entirety. Roadside Assistance services are provided by Nation Motor Club, Inc.

VERMONT

The Arbitration Provision section of this **Contract** is stricken in its entirety.

WASHINGTON

The definition of "**We, Us and Our**" means the obligor/service **Contract** provider of this **Contract** as stated on the **Registration Page** attached to this **Contract**.

CANCELLATION OF **YOUR CONTRACT** SECTION - Item 1. is amended to include the following:

1. **You** may cancel this **Contract** by returning it to the provider or the Insurer. A ten percent (10%) penalty will be added to any refund that is not paid within thirty (30) days of return of the **Contract** to the provider.

CANCELLATION OF **YOUR CONTRACT** SECTION - Item 2. and 4. are deleted and replaced with the following:

2. **We** may cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim. If

cancelled, written notice of cancellation, including the actual reason for the cancellation, will be mailed to the last mailing address known to the provider at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract** charge.
2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.
4. If **You** cancel this **Contract** within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If **You** cancel this **Contract** after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins, less a fifty dollar (\$50.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

This Service **Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. The commissioner is the Service **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings in any court.

You may file a claim directly with the Insurance Company at any time. Information Disclosure: As the undersigned, I agree that I have read and understand the following Contract provisions and implied warranty disclosure:

1. PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Section 1. MAINTENANCE REQUIREMENTS and HOW TO FILE A CLAIM, which outlines Your responsibilities regarding maintenance requirements and filing a claim.
2. **SCHEDULE OF COVERAGES**, which outlines the **Coverage** provided under the **Contract**.
3. PROVISIONS OF THIS VEHICLE SERVICE **CONTRACT**, Section 2. **CONTRACT PERIOD**, which outlines the time limitations.
4. The implied warranty of merchantability on the motor vehicle is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this **Contract**.
5. **EXCLUSIONS & LIMITATIONS**, which outlines conditions where the **Contract** does not provide **Coverage**.
6. **CANCELLATION OF YOUR CONTRACT**, which outlines the **Contract** cancellation conditions.

Signature _____

Date _____

WISCONSIN

THE CONTRACT OBLIGOR/PROVIDER IS AMT WARRANTY CORP. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Any claim for repairs that have not been registered prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under Emergency Repairs.

Transfer form can be obtained by logging on to www.warrantech.com. CANCELLATION OF YOUR **CONTRACT** SECTION – Items 2. and 4. is deleted and replaced with the following:

2. **We** may only cancel this **Contract** for material misrepresentation by **You**, nonpayment by **You** or a substantial breach of duties by **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.
4. If this **Contract** is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge according to the pro-rata method reflecting the days in force based on the term selected and the date **Coverage** begins, less an administrative fee not to exceed ten percent (10%) of the **Contract** charge paid. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.
If **You** request cancellation of this **Contract** within the first sixty (60) and the refund is not paid or credited within forty-five (45) days after return of the **Contract** to **Us**, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the **Contract**.

The **GUARANTY** section is amended to include:

If a covered claim is not paid within sixty (60) days after proof of loss has been filed, or if the Provider becomes insolvent or otherwise financially impaired, **You** may file a claim directly with the Insurance Company at 59 Maiden Lane, 6th Floor, New York, NY 10038 or by calling (866) 505-4048 for reimbursement, payment or provision of this **Contract**.

Roadside Assistance services are provided by Nation Motor Club, Inc. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the **Contract** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

WYOMING

Our obligations under this Vehicle Service **Contract** are insured by a policy issued by the Insurance Company as noted on the **Registration Page**. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, 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 return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

Roadside Assistance services are provided by Nation Motor Club, Inc. The Arbitration Provision section of this **Contract** is stricken in its entirety.