



New Vehicle/Extended Eligibility Service Contract

This Document is the Application and Vehicle Service Contract. If this Application cannot be accepted as written, applicant will be notified within (60) days and offered a new/corrected Contract, if possible. If applicant does not choose to accept the new/corrected Contract or the vehicle does not qualify for any type of coverage, the Contract Price will be refunded. No cancellation of this Contract shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Contract Holder.

Contract Holder (Customer Information)

Name _____

Address _____

City/St,Zip _____

Phone # _____

Application/Contract No.: **GKP-N**

Current Odometer _____

Contract Purchase Date _____

\$100-Deductible Option _____ \$0-Deductible Option

Commercial Use _____

4 Wheel Drive _____ 4 Wheel Steering _____

Diesel _____ Dually _____

Super/Turbo _____

1-Ton _____

Covered Vehicle

VIN _____

Year/Make _____

Model _____ Class _____

Lienholder _____

Address _____

Dealership

Name _____

Address _____

City, ST, Zip _____

Phone # _____

1-866-827-9805 ROADSIDE ASSISTANCE 1-866-827-9805

Your emergency road service begins on the effective date of your extended service agreement, and will continue until the expiration or termination of your contract, whichever occurs first. Your emergency road service is available throughout the United States 24 hours a day, 365 days a year.

Concierge Service — The customer is responsible for payment of any services arranged (i.e. The cost of the hotel room, rental car, etc.) directly to the provider of the service.

Emergency Roadside Towing Service — \$50 limit for such services as fuel delivery, tire changes (customer supplied), jump-starts, lockout, mechanical first-aid, and towing.

ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN ROADSIDE ASSISTANCE IS NOT COVERED AND IS NOT REIMBURSABLE.

PARTIES TO THE CONTRACT

This service contract is between the Contract Holder and the Service Contract Provider (hereinafter referred to as "Provider"). The Provider of this Contract is Vehicular Service Insurance Company Risk Retention Group, 2007 Poole Dr., Huntsville, AL 35810. If this service contract was purchased in Louisiana or any other States where required by Law, the Provider is the dealership issuing the contract.

CONTRACT TERM

The term of this Contract commences 30 days and 1000 miles from the Contract Purchase Date. This Contract expires when the selected time from Purchase date or mileage on odometer lapses or accrues, respectively, whichever occurs first, or when terminated (check time and mileage selected):

- 3 year OR 75,000 Miles
- 3 year OR 100,000 Miles
- 4 year OR 60,000 Miles
- 4 year OR 75,000 MILES
- 4 year OR 100,000 Miles
- 5 year OR 60,000 Miles
- 5 year OR 75,000 miles
- 5 year OR 100,000 Miles
- 6 year OR 100,000 Miles
- 7 year OR 100,000 Miles

I have read and understand this Application/Contract. I understand that the above information is subject to verification and that the Application may be rejected by the Provider if any of the above information is incorrect or if the vehicle is ineligible for the term or coverage written as determined by the Provider.

Customer Signature _____ Date _____ TOTAL Contract Purchase Price _____ Signature of Provider's Authorized Representative _____ Date _____

\$ _____

Terms of payment of Total Contract Purchase Price as per Lienholder's financing agreement.

Notice: "This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insolvency guaranty funds are not available for your risk retention group."

DEFINITIONS

- "Breakdown" or "Mechanical Breakdown" means the event caused by the total failure of any Covered Part to work as it was designed to work in normal service. Please refer to the wording under exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.
- "Contract Holder" means the purchaser or holder of this service contract.
- "Covered Part" means any part of the vehicle listed herein as a covered part and not excluded from coverage by this service contract.
- "Participating Lender" means any financial institution providing financing for the purchase of the vehicle and/or this Service Contract.
- "Repair Facility" means any automotive repair facility at which the Contract Holder seeks to acquire service under this Contract.
- "Administrator" means that Automobile Consumer Service Corporation (ACSC) will administer the service contracts, process and pay claims and process cancellations.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS 1-800-824-7059**

Contract Holder Obligations

- The Contract Holder hereby authorizes the Participating Lender to: (1) be listed as joint payee and receive any refund in the event this Contract is canceled, or (2) to cancel this contract in the event the Contract Holder defaults in his/her obligations to such lender.
- In order for this Contract to remain in force, the Contract Holder is required to follow the Manufacturers required maintenance schedule. Some vehicle manufacturers require that the Timing Belt be changed at a specific interval. Contract Holder must follow the vehicle manufacturer's maintenance guidelines to avoid denial of a claim because of improper maintenance. The Contract Holder must keep and make available verifiable signed service/purchase receipts which show that this maintenance has been performed within the time and mileage limit requirements.
- The Contract Holder and the Repair Facility are required to obtain from ACSC, an authorization number prior to beginning any repair covered by this Contract.
- The Contract Holder is responsible for paying a \$50 deductible for each visit to the Repair Facility, unless another deductible option has been purchased.
- The Contract Holder is responsible for providing oil change or transmission service documentation if requested.
- The Contract Holder is responsible for authorizing and paying for any tear down or diagnosis time needed to determine if the vehicle has a covered Breakdown. If it is subsequently determined that the repair is needed due to a covered Breakdown then the Provider will pay for such tear down or diagnosis. If the failure is not a covered Mechanical Breakdown then the Contract Holder is responsible for payment of such tear down or diagnosis.

Provider Obligations

If a covered Mechanical Breakdown of the vehicle occurs during the term of this Contract and within the United States or Canada the Provider will:

- Pay the Contract Holder or the Repair Facility for repair or replacement, as ACSC deems appropriate, of the Covered Part(s) which caused the Mechanical Breakdown if the Contract Holder has met his/her obligations as described in this Contract and if the Breakdown is not excluded under the exclusions section of this Contract. Replacement parts can be of like kind and quality. This may include the use of new, used or remanufactured parts as determined by ACSC.
- Maximum coverage for this warranty is seven thousand five hundred dollars (\$7,500).
- Rental reimbursement is based on labor time charged to do the repair (s). Rental will not be authorized until the repairs have been authorized by ACSC. One day rental is allowed for parts delay, inspection of breakdown, and/or 4 hours to do repairs. An additional day of rental will be authorized for every additional 8 hours of labor time charged to do the repairs. To receive rental benefits the Contract Holder must supply ACSC, with his/her receipt from a licensed rental agency. The limit on this reimbursement is up to \$25 per day for up to 6 days per Mechanical Breakdown or series of Breakdowns related in time or cause.
- Reimburse the Contract Holder for motel and restaurant expenses up to \$75 per day for a maximum of 3 days in the event of a Breakdown covered by the Contract, which occurs more than 100 miles from your home and results in a Repair Facility keeping the vehicle overnight. The maximum benefit per occurrence is \$225. To receive motel and restaurant reimbursement, the Contract Holder must supply ACSC with his/her receipts from the providers of such services.

Covered Parts

The coverage provided by this Service Contract supplements the new vehicle warranty provided by the manufacturer to the original owner of the covered vehicle. After the expiration of the new vehicle warranty and before the expiration of this Service Contract, ACSC will, upon payment of the deductible amount per visit selected on the front of this Service Contract, make any necessary repairs to the vehicle, excepting any parts and Breakdowns listed under the sections of this Contract entitled "What Is Not Covered" and "Exclusions – What This Vehicle Service Contract Does Not Cover". **Use of non-original manufacturer's parts in covered repairs is allowed.**

What Is Not Covered

The following are not covered by this Contract: **paint/carpeting; frame or structural separation; manual/hydraulic clutch assembly; trim; hoses and rubber parts; fiberglass top; any repositioning, refitting or realigning; moldings; distributor cap/rotor; tires/wheels; air bag/supplemental restraint systems; lenses; battery and cables; all maintenance service and items such as alignments, wheel balances, engine tune-ups, spark/glow plugs, plug wires, brake pads, linings & shoes, filters, lubricants, coolants, hoses and belts; bright metal; light bulbs/headlights; video; exhaust system; weather stripping; body panels; brake rotor/drums; normal fluid/oil lubricant seepage; canvas, vinyl or fabric tops; shop supplies, hazard waste removal; body adjustments; buttons, handles, door hinges, glass; service adjustments and cleaning.**

Exclusions – What This Vehicle Service Contract Does Not Cover

This Contract does not cover the following: (1) Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this contract (Pre-existing conditions); (2) A Breakdown caused by lack of manufacturer's specified maintenance; (3) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner; Repair of any parts used, added or replaced during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part (Such replacement is considered betterment and is not covered by this Contract); (4) Any cost covered by a repairer's or supplier's guarantee, or any cost which would normally be covered by a manufacturer's warranty; (5) Any or other benefits for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins; (6) Cost or other damages caused by continued vehicle operation after the failure of a Covered Part or the failure to replace a worn part that has not failed; (7) Any liability, cost or damages the Contract Holder may incur to the benefit of any third parties other than ACSC approved repair or replacement of Covered Parts which caused a Mechanical Breakdown; (8) A Breakdown caused by overheating, rust or corrosion; (9) A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, flood, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force with respect to the vehicle; (10) Loss of use, loss of time, loss profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown; (11) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of the vehicle, whether or not related to a Breakdown; (12) Any costs or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins; (13) Any part not covered by, or excluded by the original vehicle manufacturer's warranty; (14) Vehicles that have been modified in a manner that increases the likelihood of a breakdown; (15) Consequential damage of a covered component by a non-covered component is not covered, failure of a non-covered component caused by a covered component is not covered; (16) Continued operation of an impaired vehicle which causes further damage is not covered.

Option To Purchase Another Service Contract When Current Contract Expires

The Contract Holder may request to purchase another vehicle service contract if the following criteria are satisfied. 1) The purchase must be made at least 30 days and 1000 miles prior to the expiration of the current contract. 2) The vehicle is made available for inspection at Provider's request. 3) The vehicle must qualify for terms of the new contract based on mileage and age of vehicle when the request for future coverage is made. 4) Service records may be requested. 5) Cost for the new contract will be based on the current rates. 6) Any questions or to purchase a Service Contract, contact the selling dealer or call **1-800-824-7059**.

Commercial Use Defined

A Commercial Use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers g.v.w. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, Taxis, and police vehicles are specifically excluded from coverage hereunder.

How This Contract May Be Canceled, Including Refunds and Charges

The Contract Holder may cancel this Contract by contacting the dealership or ACSC at P.O. Box 1231, Huntsville, AL 35805. The Contract Holder may cancel this Contract at any other time and receive a pro rata refund of the Total Contract Purchase Price based on the greater of the days in force or the miles driven compared to the total Contract Term, less the applicable cancellation fee and less claims if applicable in your state. The Term of this contract for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date. ACSC is primarily liable to provide any refund under this Contract. If this Contract was purchased in **Arizona, Georgia or North Carolina**, the refund will be issued on the above-mentioned pro rata basis, whenever it is canceled. If this Contract was purchased in **Alabama, Nevada, Texas or Wyoming**, a ten percent penalty per month shall be added to a refund that is not made within forty-five (45) days of return of the Contract to ACSC; if this Contract was purchased in **New York or Washington**, said penalty shall be added to a refund not made within thirty (30) days of return of the Contract to ACSC. If this Contract was purchased in **Colorado**, the Contract Holder may not cancel this Contract at any time. The applicable cancellation fee shall be \$50.00, except: if this Contract was purchased in **Alabama**, the applicable cancellation fee shall be \$25.00 and will not be assessed if the Contract Holder is entitled to a full refund hereunder; if this Contract was purchased in **Illinois**, the applicable cancellation fee shall be the lesser of 10% of the service contract price or \$50.00; if this Contract was purchased in **Georgia or Missouri**, a cancellation fee shall not be assessed; if this Contract was purchased in **Nevada** and it is canceled within twenty (20) days after the Contract Purchase Date, there shall be no applicable cancellation fee; if this Contract was purchased in **North Carolina**, the applicable cancellation fee shall be 10% of the refund issued hereunder; **Oklahoma**, If this Contract was purchased in **Oklahoma**, if this contract is canceled by the warranty holder, return of the premium shall be based upon ninety percent (90%) of the unearned pro rata premium, in the event the contract is canceled by the association, return of premium shall be based upon one hundred (100%) of unearned pro rata premium, of the Contract Purchase Price; if this Contract was purchased in **Washington**, the applicable cancellation fee shall be \$25.00 if the Contract is canceled ten (10) or more days after the Contract Purchase Date (if the Contract is canceled before that time, there shall be no applicable cancellation fee). Refunds issued hereunder shall be issued less the value of any services received by the Contract Holder (including claims paid), except: if this Contract was purchased in **Alabama or Illinois**, such subtraction of the value of any services received by the Contract Holder shall apply only to cancellations not fully refunded; if this Contract was purchased in **Arizona, or Nevada**, such subtraction of any services received by the Contract Holder shall never apply. If this contract was purchased in **Iowa**, the contract holder may cancel the contract within 30 days of the contract purchase date and receive a refund of the purchase price less a \$50.00 cancellation fee and less the total of claims paid, if you have any questions or problems regarding this contract, you may contact ACSC, (the Administrator), by mail at P.O. Box 1231, Huntsville, AL 35805, or phone 1-800-824-7059. Iowa residents only may contact The Iowa Securities Bureau at 1-515-281-4441, or write to 340 Maple Street, Des Moines, Iowa 50319-0066.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS 1-800-824-7059**

Cancellation (If Financed)

- A. We may cancel this Contract for non-payment of the Contract Charge, or for misrepresentation in the submission of a claim. We may cancel this Contract if Your Vehicle is found to be modified in a manner not recommended by the manufacturer.
- B. In the event that your contract is cancelled for non-payment, no refund will be due.
- C. Returned Check Charge: A returned check charge of \$25.00 will be assessed each time you pay us with a check or pre-authorized check that is returned unpaid. The funding party will post the returned charge to your balance due. Unpaid late fees will be posted to your balance due.
- D. Refund Policy for Pre-Authorized Check Payments: If payment has been made by a pre-authorized check(s), you must submit all original cancelled pre-authorized check(s) to the funding party. For purposes of refund, photocopies of pre-authorized check(s) are not accepted. With receipt of your refund, your original pre-authorized check(s) will be returned to you.
- E. Reinstatement: If this Vehicle Service Contract is cancelled due to non-payment, we reserve the option to reinstate the Agreement. As a condition of reinstatement, any reinstatement request must be made within thirty (30) days of cancellation and the full amount of the Contract price must be paid at the time of reinstatement. We will not be responsible for any Mechanical Failure to your vehicle during the first thirty (30) days and 1,000 miles from the effective date and miles at the time of the Reinstatement Notice.

Important Customer Information

What To Do If You Have A Breakdown

- (1) Use all reasonable means to protect the vehicle from further damage. This may require you to stop the vehicle, turn off the engine, and have the vehicle towed.
- (2) If your vehicle is within (40) miles of the selling dealer and the dealer has a repair facility, you must call them and make sure they can work on your particular vehicle. If they can, you need to make arrangements to get the vehicle to them. If the vehicle is inoperable and needs to be towed, call Roadside Assistance at 1 (866) 827-9805. Have your membership/contract number ready before you call Roadside Assistance. If the selling dealer doesn't do repairs you can take the vehicle to any qualified repair facility. To assure coverage under the terms of the service contract agreement, Authorization must be obtained prior to any repair.
- (3) Present this Contract to the Repair Facility, call **ACSC** toll free at **1-800-824-7059** and fax any required maintenance receipts. VSIC,RRG can be reached through the mail at P.O. Box 1231, Huntsville, AL 35805
- (4) Prior to proceeding with repairs, ensure the Repair Facility calls ACSC with an estimate of repairs and receives an authorization number from ACSC
- (5) The Claims Department of ACSC is responsible for the performance of Provider under this Contract.
- (6) In-home service is not provided under this Contract. Any payment of the costs of transporting the vehicle for service is provided under this Contract exclusively pursuant to the terms and conditions for emergency road service provided by Roadside Assistance.
- (7) The Contract Holder is responsible for paying a \$50 deductible for each visit to the Repair Facility, unless lower deductible surcharge is purchased.
- (8) Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the Contract Holder only if he/she follows the above procedures on the first business day after such emergency repairs are performed.

What ACSC Will Do When You Report A Claim

Upon the filing of a claim under this Contract, ACSC will verify the validity of the Service Contract (proper owner, proper vehicle, Contract still in force), verify the Breakdown with the Repair Facility, verify coverage, and authorize repair of covered parts (provide Repair Facility with authorization code and confirm cost of repair). Payment is provided through direct billing, credit card, or Contract Holder reimbursement.

How This Contract May Be Transferred

Only the original Contract Holder may transfer this Service Contract. This option is not available to the Contract Holder if the vehicle is traded or sold to or through any entity other than a private party. The rights and duties of the Contract Holder under this Contract may be transferred in a sale of the vehicle directly to another private party, but only if the Contract Holder: (1) Sends the completed transfer application to VSIC,RRG within thirty days of the sale or transfer of the vehicle, and (2) encloses a \$50.00 transfer fee (No transfer fee is assessed if this Service Contract was purchased in the State of **Missouri**). In the event the vehicle is a total loss or is repossessed, any rights and obligations under this Contract immediately transfer to the lien holder, if any. The Contract Holder must provide the new owner with copies of all receipts as listed under the section of this Contract entitled "CONTRACT HOLDER OBLIGATIONS".

Transfer Application

To transfer this Contract, complete the following and mail it along with a photocopy of the front of this Contract to **ACSC, P.O. Box 1231, HUNTSVILLE, AL 35805**. Please transfer the remainder of the Vehicle Service Contract. I am transferring this Contract in accordance with the provisions stated in the Contract. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: **VSIC,RRG** (If applicable)

Name of New Owner _____ Date of Transfer _____
Address _____ City, ST, Zip _____
Odometer Mileage on Date of Transfer _____
Signature of Vehicle Purchaser _____ Signature of Vehicle Seller _____

Verification that the vehicle has been maintained as required by this Contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when vehicle purchaser receives a confirmation letter from VSIC,RRG.

Provider's Right To Cancel This Contract

If this Service Contract was purchased in **Nevada**, ACSC reserves the right to cancel this Contract for any reason within the first seventy (70) days after the Contract Purchase Date; thereafter, and if this Service Contract was purchased anywhere other than **Nevada**, at any time, ACSC reserves the right to cancel this Contract upon the occurrence of any of the following:

- Failure by the Contract Holder to pay an amount when due.
- Conviction of the Contract Holder of a crime, which results in an increase in the service required under this Contract.
- Discovery of fraud or material misrepresentation by the Contract Holder in obtaining this Contract or in presenting a claim for service hereunder.
- Discovery of an act or omission by the Contract Holder, or a violation by the Contract Holder of any condition of this Contract, which occurred after the effective date of this Contract and which substantially and materially increases the service required under this Contract, including but not limited to failure of the odometer of the vehicle or if for any reason it does not record the actual mileage of the vehicle after the Contract Purchase Date and the actual mileage of the vehicle cannot be established to a reasonable degree of certainty, if there is a lack of required maintenance, if the vehicle is operated without coolant or lubricant, and if the vehicle is used for commercial purposes (unless the commercial use option is part of this Contract).
- A material change in the nature or extent of the required service or repair which occurs after the effective date of this Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Contract was issued or sold.

No cancellation of this Contract by ACSC shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. ACSC will not charge a cancellation fee if this Contract is canceled by ACSC. NOT APPLICABLE IN AZ. If this Service Contract was purchased in **South Carolina** under Chapter 78 of the South Carolina Code of Laws a 10 percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the Service Contract to the provider.

Other Important Contract Provisions

The obligation of the Provider to perform under this Contract is insured by Vehicular Service Insurance Company Risk Retention Group, Norman Oklahoma and by an A- rated insurance company. In the event the Provider fails to pay that which it is legally obligated to pay within 60 days after proof of loss has been filed with ACSC, the Contract Holder may file a claim under the insurance policy by mailing a copy of the adjudication to ACSC at their above address or toll-free at **1-800-824-7059**. If this Service Contract was purchased in the State of Washington, such a claim may be made to ACSC, at any time.

Purchase of this Contract is not required in order to purchase or obtain financing for the vehicle.

This Contract is not issued by the manufacturer or wholesale company marketing the vehicle. This Contract will not be honored by such manufacturer or wholesale company.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS 1-800-824-7059**

IOWA – The Iowa Insurance Commissioner is Therese M. Vaughan, Division of Insurance, State of Iowa, 330 East Maple Street, Des Moines, Iowa 50319.

IDAHO – Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guaranty Association.

N.C.- This service contract is not necessary in order to obtain financing or purchase of the vehicle.

S.C. (residents of S.C. only)- If the provider does not timely resolve such matters within sixty (60) days of proof of loss, they may contract the South Carolina Department of Insurance, PO Box 100105, Columbia, S.C. 29202-3105, or call (800) 768-3467.

TEXAS – Unresolved complaints concerning Provider or questions concerning the regulation of service contract providers may be addressed to the Texas Department of Licensing and Regulation, E.O. Thompson State Office Building, 920 Colorado, Austin, Texas 78701, (512) 463-2906.

UTAH – Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

WASHINGTON – The implied warranty of merchantability on the motor vehicle is not waived if the contract has been purchased within 90 days of the purchase date of the motor vehicle from a Provider who also sold the motor vehicle covered by the contract. The Contract Holder acknowledges by initialing hereafter that he/she has read the sections entitled Contract Holder Obligations, What To Do If You Have A Breakdown, Covered Parts, Exclusions - What This Vehicle Service Contract Does Not Cover, Contract Term, and How This Contract May Be Canceled. _____

This Contract contains the complete agreement between the parties and is not valid unless signed by both the Contract Holder and an authorized representative of the Provider.

The aggregate total of Provider's liability for all benefits paid or payable during the term of this Contract shall not exceed the average retail value of the vehicle according to current National Auto Dealers Association standards at the time of Breakdown.

Other State Requirements / Disclosures

The Following Special State Requirements and/or disclosures apply if this **Contract** was purchased in one of the following states and supersede any other provision herein.

ALABAMA

This paragraph under "**Cancellation of this Contract – Refunds and Charges**" is replaced in its entirety with the following:

If no claim has been made under this **Contract**, the **Contract Holder** is entitled to cancel this contract within Twenty (20) Days of the date the **Contract** was mailed or within Ten (10) Days of delivery if the **Contract** was delivered at the time of initial sale and receive a full refund of the purchase price. If the **Contract** is cancelled after the first Twenty (20) Days, a pro rata refund will be calculated less the application cancellation fee in the amount of Twenty Five dollars (\$25.00). A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Sixty (60) Days after return of the **Contract** to the **Provider**.

ALASKA

The **Contract Provider** must return any unearned premium within Forty-Five (45) Days of receipt of a request for cancellation or the effective date of cancellation, whichever is later. The **Contract Provider** may charge cancellation fee of seven and one half percent (7.5%) of the unearned premium, not to exceed fifty dollars (\$50.00).

The **Contract Provider** must provide the **Contract Holder** notice of cancellation for nonpayment no less than Twenty (20) days prior to the effective date of cancellation. Notice of Cancellation for conviction of the **Contract Holder** of a crime which increases a hazard insured against or for discovery of fraud or material misrepresentation by the insured shall be given at least 10 days prior to the cancellation date. Notice of Cancellation for all other reasons must be given at least Sixty (60) days prior to the cancellation date.

ARIZONA

The **Contract Holder** may cancel this contract and receive a pro rata refund based on the Policy outlined by the **Contract Provider** with the following exception:

No claim incurred or paid shall be deducted from the amount to be refunded. State law and Administrative Code supersede any other provision herein. The **Contract Holder** may contact the Arizona Department of Insurance at 1910 North 44th Street #210, Phoenix, AZ 85019-7256.

CALIFORNIA

The **Contract Holder** may cancel this contract within Sixty (60) Days, (Thirty (30) Days for a used motorcycle/snowmobile covered without manufactures warranty), of the date the **Contract** and the manufacturer's warranty was in effect on the **Contract** purchase date and receive a full refund of the total **Contract** purchase price if no claim has been made, without a cancellation or administrative fee or other charge. If the **Contract** is cancelled after the first Sixty (60) Days for a new motorcycle/snowmobile or Thirty (30) Days for a used motorcycle/snowmobile or a claim has been filed, an amount of the unearned Contract charge will be refunded according to the pro rata method reflecting the greater of days in force based on the term of Contract and the date. The applicable cancellation fee shall be the lesser of ten percent (10%) or Twenty Five (\$25.00) of the total Contract Purchase Price. The **Contract** holder may cancel the contract in the event the motorcycle/snowmobile is returned, sold, lost, stolen, or destroyed and receive a pro rata refund in accordance with the terms of the **Contract**. A Twenty five dollar (\$25.00) cancellation fee will be assessed.

COLORADO

The **Contract Holder** may not cancel this contract unless requested by the lienholder or in the event of a total loss. Proof of loss must be provided. The **Contract Provider** may cancel the contract under the terms and conditions outlined in the section entitled Providers Right to Cancel this Contract.

CONNECTICUT

If the term of the service **Contract** is less than one year, the term shall be automatically extended for the period of time the vehicle is in the custody of the repair facility for services authorized by the **Contract Provider**.

Resolution of Disputes: In the event the **Contract Holder** and the **Contract Provider** fail to agree on an equitable resolution of a dispute arising regarding the coverage afforded under the terms of the service contract; the **Contract Holder** may send a written complaint, containing 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 service contract to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.

GEORGIA

The **Contract Holder** may cancel this contract at any time and receive a pro rata refund of the Total Contract Purchase price based on the greater of days in force or the miles driven compared to the total Contract term. The deduction of claims paid or an assessment of a cancellation fee is not allowed. The Contract Provider may only cancel the contract for fraud, material misrepresentation or for non payment and issue a pro rata refund if the total Contract price based on the greater of days in force or miles dived compared to the total Contract term. The notice of cancellation must be in writing and comply with 33-24-44 of the Georgia Code. If a refund is not paid or credited within Sixty (60) Days after proof of loss is filed, the Contract Holder may file a claim with the insurance company. The follow section "EXCLUSIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER " is amended as follows:

- (1) mechanical failure of any parts covered in this contract if any hi-performance, competition or other non- standard equipment has been installed in described vehicle or if any engine parts as supplied by vehicle manufacturer have been disconnected or altered to increase performance while owned by you.
- (2) repair or replacement of a covered component/part to correct conditions that may reasonably be assumed or known to you to have existed at the inception date of the coverage provided by this contract (Pre-existing conditions).
- (3)the information provided by you or the repair facility cannot be verified as accurate or is found to be inaccurate. This Exclusion does not apply to Georgia residents.

IDAHO

The **Contract Holder** may cancel the **Contract** in the event the motorcycle/snowmobile is returned, sold, lost, stolen or destroyed and receive a pro rata refund in accordance with the terms of the **Contract**. Coverage's under this motor motorcycle/snowmobile is not guaranteed by the Idaho Insurance Guaranty Association.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS 1-800-824-7059**

ILLINOIS

The Contract Provider may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Contract price or Fifty Dollars (\$50.00).

IOWA

The Contract Holder may contact VSIC, RRG (the Contract Provider) by mail at P.O. Box 1231, Huntsville, AL 35810, or phone 1-800-824-7059, or the Iowa Securities Bureau at 340 Maple Street, Des Moines, Iowa 50319-0066 or phone 1-(515)-281-441.

KENTUCKY

"Breakdown" or "Mechanical Breakdown" means the event caused by the total failure of any covered part to work as it was designed to work in normal service including defects in material and workmanship.

NEBRASKA

ACSC (The Administrator) shall pay on behalf of the Insured all sums which the Insured is legally obligated to pay according to the Insured's contractual obligations under and in accordance with all the terms of the Service Contracts issued or sold by the Insured.

NEVADA

If no claim has been made under this Contract, the Contract Holder is entitled to cancel this contract within Twenty (20) Days of the date the Contract was mailed or within Ten (10) Days of delivery if the Contract was delivered at the time of initial sale and receive a full refund of the purchase price. 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. If the contract is cancelled after Twenty (20) Days the Contract Provider may assess a fee of Fifty dollars (\$50.00). Claims paid or pending may not be deducted.

The Contract Provider cannot cancel the contract after Seventy (70) Days except for nonpayment of the Contract price or a material misrepresentation related to obtaining this contract or making a claim. The cancellation of the Contract will become effective Fifteen (15) Days after the notice of cancellation is mailed to the Contract Holder. If this Contract is cancelled by the provider a cancellation fee may not be charged

NEW MEXICO

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Sixty (60) Days after return of the Contract to the Provider. The Contract Provider cannot cancel a contract that has been in effect for at least Seventy (70) Days except for: (1) non-payment

(2) Conviction of a crime that results in an increase in the service required under the service contract (3) the discovery of fraud or material misrepresentation (4) or discover of either an act or omission by the Holder or a violation by the Holder of any condition of their service contract if it incurred after the effective date of the service contract and substantially and materially increased the service required under the contract. The cancellation of the contract will become effective Fifteen (15) Days after notice of cancellation is mailed to the Contract Holder.

NEW YORK

A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Thirty (30) Days after return of the Contract to the Provider.

NORTH CAROLINA

The Contract Holder may cancel this Contract at any time after purchase and a pro rata refund will be calculated less the applicable cancellation fee in the amount of Fifty dollars (\$50.00) or ten percent (10%) of the pro rata refund, whichever is less. A ten percent (10%) penalty per month shall be added to a refund not paid or credited within Sixty (60) Days after return of the Contract to the Provider.

SOUTH CAROLINA

The Contract Holder may cancel or submit a claim on this contract by contacting the Contract Provider. A ten Percent (10%) penalty per month shall be added to a refund not paid or credited within Forty Five (45) Days. If the matter has not been resolved within sixty (60) Days after proof of loss has been submitted, the Contract Holder may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina 29202,. (800) 768-3467.

TEXAS

A 10% penalty per month shall be added to a refund that is not paid or credited within Forty Five (45) Days after the return of the Contract to the Provider. The right to return the Contract applies only to the original purchaser of the Contract.

The Contract Holder may contact the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, (512) 463-6599 or (800)803-9202.

UTAH

Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. The Contract Provider may cancel this contract for non payment of premium, material misrepresentation, a substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract, or a substantial breach of contractual duties conditions or warranties. A notice of cancellation for non payment of the purchase price of this contract shall state the reason for cancellation and given at least Ten (10) Days prior to cancellation. Notice of cancellation for any other reason will be in writing and given at least Thirty (30) Days prior to cancellation.

Payment in full required at time of purchase.

WASHINGTON

If no claim has been made under this Contract, the Contract Holder is entitled to cancel this Contract within Thirty (30) Days of the date of the Contract and receive a full refund unless the contract is cancelled 10 or more days after its purchase, in which case the Contract Provider may charge a cancellation fee of \$25.00. A ten percent penalty shall be added to any refund that is not paid within Thirty (30) Days of the return of the contract to the Provider. The implied warranty of merchantability on the automobile is not waived if the contract has been purchased within Ninety (90) Days of the purchase date of the motorcycle/snowmobile from a Provider who also sold the automobile covered by the contract. The contract Holder acknowledges by initialing hereafter that he/she has read the sections entitled Contract Holder Obligations, What to Do if You Have a Breakdown, Covered Parts, Exclusions – What this automobile Service Contract Does Not Cover, Contract Term, and Cancellation of This Contract – Refunds and Charges _____

WYOMING

If no claim has been made under this Contract, the Contract Holder is entitled to cancel this Contract within Thirty (30) Days of the date of the Contract and receive a full refund. If you financed this Contract Price, the terms of the financing are contained in a separate agreement entered into between You and the Lienholder. The lienholder may not cancel this contract but may be shown as joint payee on any refund issued. If the Contract Provider cancels this Contract, a written notice will be mailed to you at your last known address contained in their records at least Ten (10) Days prior to cancellation. The notice will state the effective date of cancellation and the reason for cancellation. The Provider will not send you an advance notice if the reason for cancellation is nonpayment of the Contract price, a material misrepresentation by the Contract Holder to the Provider or a substantial breach of duties by the Contract Holder relating to the motorcycle/snowmobile or its use. 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.

**NO CLAIMS WILL BE PAID WITHOUT PRIOR AUTHORIZATION
CLAIMS 1-800-824-7059**