





## GENERAL AGREEMENT PROVISIONS

This Contract and the Declarations Section constitute the entire Contract. No one other than the parties hereto, by mutual agreement, may change this Contract or waive any of its provisions. This Contract gives You specific rights. You may have other rights, which may vary from state to state in the United States or between provinces in Canada. For additional details, please refer to the Special State Requirements Section.

This Contract covers mechanical Breakdown, is for Your sole benefit, and applies only with respect to the described Vehicle. This Contract shall be invalidated if there has been an inaccuracy, tampering or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Contract, You must immediately notify Us and within fifteen (15) days of the odometer becoming inoperable and, if the odometer's failure is not otherwise covered by the terms of this Contract, provide documentation proving that the odometer has been repaired.

## BREAKDOWN

In the event of a Breakdown of any covered part(s) listed below, the Administrator will provide for payment or reimbursement for **pre-authorized expenses** incurred for the repair or replacement of the part(s), **less any Deductible**, in accordance with the provisions contained within this Contract. **Reasonable expenses are not to exceed the cost of repair based upon national labor and parts manual. AT THE ADMINISTRATOR'S DISCRETION, REPLACEMENT OF COVERED PARTS THAT HAVE EXPERIENCED A BREAKDOWN MAY BE MADE WITH ORIGINAL EQUIPMENT MANUFACTURER PARTS, NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS, RE-MANUFACTURED PARTS, AND/OR USED PARTS.**

The Contract provides benefits for "Breakdown" of covered Parts installed by the Vehicle manufacturer, **as those terms are defined below.**

## DEFINITIONS

The following definitions apply to words frequently used in this Contract:

1. **Administrator:** Means Pessada Holdings LLC, 167 Lamp and Lantern Village, #127 Chesterfield, MO 63011, (800) 644-4194.
2. **Breakdown:** Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. Subsequent damages to a non-covered part resulting from the Breakdown of a covered part are NOT covered by this Contract including, but not limited to, when You have failed to perform the recommended maintenance services for Your Vehicle.
3. **Commercial Use:** Means any Vehicle used for the business purpose of farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial plates in the state in which it is titled, or is used for a commercial enterprise. Usage must not exceed manufacturer's ratings and/or limitations. Commercial Use does not include the following which are excluded from Coverage under this Contract: a Vehicle used for the purpose of rental, taxi, limousine or shuttle, towing/wrecker service; a Vehicle equipped with a dump bed, cherry picker, lifting or hoisting equipment; or police, emergency service, or a Vehicle with a municipal tag; Vehicles used for principally off-road use, snow plow, prearranged or organized racing or competitive driving.
4. **Contract, Service Contract, or Motor Vehicle Service Contract:** Means this Vehicle Service Contract and Your completed Declarations Section.
5. **Coverage:** Means the protection You selected as shown in this Contract.
6. **Declarations Section:** Means the 1<sup>st</sup> page of this document which is a part of this Contract. It lists information regarding You, Your Vehicle, Us, and other vital information.
7. **Deductible:** Means the amount You are required to pay as indicated in the Declarations Section per repair visit for covered Breakdowns. Once a part is repaired or replaced under the terms of this Contract, there will be no Deductible for future repairs to that part.
8. **Effective Date and Mileage:** Means the date You purchased Your Contract and the miles on the odometer on that date.
9. **Electric Vehicle (EV):** Means the Vehicle described in the Declarations Section which uses one or more electric motors for propulsion. Also referred to as an Electric Drive Vehicle.
10. **EV Battery:** The EV High Voltage battery pack or individual EV High Voltage battery cell(s) installed in Your Vehicle. The EV High Voltage Battery that is installed may vary based on the make and model of a vehicle. An EV High Voltage Battery is ONLY eligible for coverage under this Contract, if You elect the Optional EV Battery Coverage and it meets the requirements herein.
11. **EV Battery Breakdown:** The permanent reduction in the amount of energy that an EV High Voltage Battery can store, which directly impacts its ability to hold an adequate charge. According to the terms and conditions of this Contract, EV Battery Breakdown has occurred once Your Vehicle's EV High Voltage Battery fails to hold 70% of its original storage capacity. If Your Vehicle states a lower manufacturer's capacity allowance, the allowable degradation will be the lesser of the two capacity limits. An EV Battery is ONLY eligible for coverage under this Contract, if You elect the Optional EV Battery Coverage and it meets the requirements herein.
12. **Expiration Date or Mileage:** Means the date and/or mileage when Your Contract is no longer in force. Your Contract expires when the Expiration Date or Miles listed in the Declarations Section are reached, whichever occurs first.
13. **Lift Kit:** Means any Vehicle equipped with body and/or suspension lifts. **The Lift Kit and its assemblies that are in addition to factory installed parts are excluded from Coverage. The maximum increase for a body/suspension lift combined cannot exceed six (6) inches. The maximum tire height modification allowed is six (6) percent in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract. No Coverage is available for suspension reductions or undersized wheels or tires. Coverage is supplemental to any manufacturer's coverage and will not apply to any failure for which the manufacturer has denied coverage due to the installation of the Lift Kit.**
14. **Rideshare:** Means any Vehicle used for the business purpose of providing rideshare services (Uber, Lyft, etc.).
15. **Obligor, Provider, We, Us, Our:** Means Pessada Holdings LLC, 167 Lamp and Lantern Village, #127, Chesterfield, MO 63017.
16. **Pre-Existing:** Means a condition that within all reasonable mechanical probability relates to the mechanical condition of Your Vehicle prior to Contract issuance.

17. **Power Surge:** Means damages to an EV Wall Charger resulting from an oversupply of voltage while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the EV Wall Charger to a power source.
18. **Seals & Gaskets:** Means Seals and Gaskets designed to prevent the loss of necessary coolants, lubricants and fluids on all listed components within the level of Coverage You selected as shown in the Declarations Section. **(Seals & Gaskets Coverage included only on Vehicle up to one hundred fifty thousand (150,000 miles at time of claim).**
19. **Seller:** Means the Seller where this Contract was purchased.
20. **Subsequent Damage:** Means the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a covered part.
21. **Wear and Tear:** Means the deterioration of a part beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.
22. **You, Your:** Means the Contract Purchaser shown in the Declarations Section, or the person to whom this Contract was properly transferred.

## LIMIT OF LIABILITY

Our total liability for benefits provided under this Contract, which shall not be reduced by an applicable deductible, shall not exceed (i) the actual cash value of the Vehicle at the time of claim; (ii) the NADA equivalent to the actual cash value of the Vehicle at the time of claim; (iii) the NADA Clean Trade-In Value of the described Vehicle as listed in the Declarations Section of this Contract (excluding tax, title, and license fees); or (iv) \$10,000, whichever allows for maximum coverage toward limit of liability.

Our maximum liability for a single Breakdown, for all Covered Repairs and Benefits under this Contract shall not exceed the NADA Clean Trade-In value at the time of Covered Repair and/or Benefits.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Vehicle, loss of time, loss of wages, inconvenience, and commercial loss resulting from the operation, maintenance, or use of Your Vehicle is expressly excluded.

**EV BATTERY LIMITS OF LIABILITY:** If You elected the Optional EV Battery Coverage and an EV Battery Breakdown occurs, We agree to pay for or reimburse You for one EV Battery replacement for up to a maximum of [\$10,000], for the Term of this Contract. You will be required to pay a [\$500] Deductible for the EV Battery replacement. Some Repair Facilities may NOT accept direct payment from Us. If this issue arises, You will be required to pay for Covered Repair(s) up front, but will be entitled to reimbursement consideration in accordance with all of the limits, terms, conditions, and exclusions herein.

## CONTRACT PERIOD

Coverage under this Contract begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

## MAINTENANCE REQUIREMENTS

You must have the Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your driving habits and climate conditions. Failure to follow the manufacturer's recommendations that apply to Your driving habits and Climate conditions may result in the denial of claim.

You must maintain copies of Verifiable Documents relating to any work performed on or to Your Vehicle. Administrator may request documents to verify Vehicle maintenance in connection with any claim. Only Verifiable Documents will be accepted; handwritten documents, invoices, and/or receipts will not be accepted. If You perform Your own maintenance services, receipts must be retained for the purchase of materials and supplies.

## FILING A BREAKDOWN CLAIM

In the event of a Breakdown, You must take immediate action to prevent further damage. This Contract will not cover the damage caused by the continued operation of Your Vehicle after a Breakdown or by Your failure to secure a timely repair of the failed component. The operator of Your Vehicle is responsible for taking appropriate action immediately upon observing Vehicle warning lights, gauges, or any other signs of overheating or component failure. Failure to do so may result in the denial of Coverage. If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim:

1. **Take Your Vehicle to a Licensed Repair Facility** – If Your Vehicle breaks down, return to the Selling Seller if possible or practical. If this is not possible or practical, take Your Vehicle to any licensed repair facility. A "licensed repair facility" is defined as a for-profit entity, recognized by the state, in the business of repairing motor vehicles.
2. **Provide the licensed repair facility with a copy of Your Contract and/or Your Contract number if possible.**
3. **Obtain Authorization from the Administrator** – Prior to any repair being made, instruct the service managers at the licensed repair facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered except as provided under Emergency Repairs (#7 below). The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
4. **Authorize Tear-Down and/or Inspection** – In some cases, You may need to authorize the licensed repair facility to inspect and/or tear-down Your Vehicle in order to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made at the Administrator's expense subject to the terms and conditions of this Contract.
5. **Review Coverage** – After the Administrator has been contacted, review with the service manager what will be covered by this Contract.

6. **Pay any Applicable Deductible – You must pay to the licensed repair facility any required Deductible. We will reimburse the licensed repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days (three hundred and sixty-five (365) days in Wisconsin) to be eligible for payment.**
7. **Emergency Repairs: Should an emergency occur which requires a repair of a Breakdown to be made at a time when the Administrator’s office is closed, follow the claim procedures above without authorization, and We will make reimbursement to You or to the licensed repair facility in accordance with the Contract provisions if the repair is covered. You must call the Administrator’s office within five (5) business days from the date of repair to determine if such repair will be covered by this Contract.**

For claim assistance, please contact the Administrator at (800) 644-4194. **NO CLAIMS WILL BE PAID UNLESS YOU FOLLOW THE STEPS OUTLINED ABOVE. Administered by: Pessada Holdings LLC, 167 Lamp and Lantern Village, #127 Chesterfield, MO 63017.**

## **RIGHT TO RECOVER PAYMENT**

If You have a right to recover funds that We have paid under this Contract against another party (such as a manufacturer’s warranty claim, parts warranty, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

## **DIAMOND COVERAGE**

Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components, including seals and gaskets, **except those listed under the What Is Not Covered Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract. (Seals & Gaskets Coverage included only on Vehicle up to one hundred fifty thousand (150,000) miles at time of claim.**

## **ELITE COVERAGE**

**WHAT IS COVERED?** The **parts specifically listed in Coverage**. Parts that are not listed or parts and services that are excluded in “**General Contract Exclusions**”, are not covered. Coverage includes fluids and labor only when required as part of a covered Mechanical Breakdown.

1. **ENGINE:** Engine block, cylinder head, rotor housing, oil pan, valve cover, timing cover, all internally lubricated parts contained within the engine, oil pump, timing chain, gears, and tensioners, timing belt and tensioners, balance belt, variable valve camshaft adjuster, intake and exhaust manifolds, harmonic balancer, engine mounts, water pump, flywheel, and flexplate.
2. **TRANSMISSION, TRANSAXLE, and TRANSFER CASE (Automatic and Standard):** Case housings, housing covers, and pans, all internally lubricated parts contained within the housings, torque converter, viscous coupling, vacuum modulator, transmission mounts, transfer case shift/encoder motor, and range position sensor/switch.
3. **DRIVE AXLE (Includes transaxle and four (4) wheel drive vehicles):** Front and rear drive axle housings and covers, all internally lubricated parts contained within the drive axle housings, axle shafts, constant velocity joints and boots, driveshafts, universal joints, flex discs, driveshaft center support bearing, driveshaft yokes, four (4) wheel drive engagement actuators and motors, and four (4) wheel drive locking hubs.
4. **SUSPENSION:** Upper and lower control arms, their shafts and bushings, control arm thrust rods, their bushings and links, ball joints, wheel hub and wheel bearings, steering knuckles/spindles, stabilizer bar, bushings, and links, coil springs, leaf springs, their shackles and bushings, and torsion bars.
5. **STEERING:** Steering gear, rack and pinion housings, and all internally lubricated parts contained within the housings, electric power steering assist motor, power steering pump, its reservoir, pulley, and mounting bracket, power cylinder assembly, steering column shaft, its couplings and bearings, intermediate shaft, tie rod ends, pitman arm, idler arm, and all other steering linkages.
6. **BRAKES:** Master cylinder, vacuum or hydro booster, wheel cylinders, calipers, vacuum pump, brake pedal assembly, equalizer and distributing valves, parking brake assembly, ABS electronic control unit, wheel speed sensor, and exciters, and ABS proportioning control valves and high -pressure hydraulic pump.
7. **FUEL:** Fuel injectors, fuel pump, fuel sender assembly, waste gate, intercooler, supercharger pulley, fuel pressure regulator, fuel tank, and all internal parts of the turbocharger or supercharger and their housings.
8. **COOLING:** Radiator and its brackets, thermostat, cooling fan motor and its relay, fan clutch, fan shroud, fan blades, and coolant recovery tank.
9. **ELECTRICAL:** Starter motor, starter solenoid, alternator and its mounting bracket, voltage regulator, wiper motor, power seat motors and relays, power window motors and relays, electric driver and passenger door lock actuators, window washer fluid pumps, all manually operated switches, wiring harnesses, and oil pressure sending unit.
10. **AIR CONDITIONING (Factory or Seller installed with factory approved parts only):** Air conditioning compressor, clutch, pulley, and its mounting bracket, accumulator, receiver dryer, evaporator, condenser, idler pulleys and bearings, serpentine belt tensioner, expansion valve, orifice tube, air conditioning pressure switches, and blower motor and fan.
11. **ADDITIONAL SUSPENSION:** MacPherson struts, electronically controlled variable suspension struts and their switches, and air suspension bags or springs and compressor.
12. **AIR & HEAT:** Heater core, heater control valve, control cables, ducts, plenum doors, blower motor resistor, condenser cooling fan motor, and manual climate control head.
13. **ADDITIONAL FUEL:** Throttle body, throttle cable and linkage, and accelerator pedal assembly.
14. **ENHANCED ELECTRONICS (Factory or Seller installed with factory approved parts only):** Global Positioning System (GPS) or other navigational/motorist assistance system. Heads up display (HUD) projector and display module, radio, amplifier, tape player, dash mounted CD player, DVD player, dash mounted graphic equalizer, engine control modules and sensors, ignition coils, ignition distributor, IAC motor, and electronic suspension control module and its sensors.
15. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above on Vehicle up to one hundred fifty thousand (150,000) miles at time of claim.

## PREMIER COVERAGE

**WHAT IS COVERED?** The **parts specifically listed in Coverage**. Parts that are not listed or parts and services that are excluded in “**General Contract Exclusions**”, are not covered. Coverage includes fluids and labor only when required as part of a covered Mechanical Breakdown.

1. **ENGINE:** Engine block, cylinder head, rotor housing, oil pan, valve cover, timing cover, all internally lubricated parts contained within the engine, oil pump, timing chain, gears, and tensioners, timing belt and tensioners, balance belt, variable valve camshaft adjuster, intake and exhaust manifolds, harmonic balancer, engine mounts, water pump, flywheel, flexplate.
2. **TRANSMISSION, TRANSAXLE, and TRANSFER CASE (Automatic and Standard):** Case housings, housing covers, and pans, all internally lubricated parts contained within the housings, torque converter, viscous coupling, vacuum modulator, transmission mounts, transfer case shift/encoder motor, and range position sensor/switch.
3. **DRIVE AXLE:** (Includes transaxle and four (4) wheel drive vehicles): Front and rear drive axle housings and covers, all internally lubricated parts contained within the drive axle housings, axle shafts, constant velocity joints and boots, driveshafts, universal joints, flex discs, driveshaft center support bearing, driveshaft yokes, four (4) wheel drive engagement actuators and motors, four (4) wheel drive locking hubs.
4. **FRONT SUSPENSION:** Upper and lower control arms, upper and lower ball joints, wheel hubs and wheel bearings.
5. **STEERING:** Steering gear, rack and pinion housings, and all internally lubricated parts contained within the housings, electric power steering assist motor, and power steering pump and pump power cylinder assembly.
6. **BRAKES:** Master cylinder, vacuum or hydro booster, wheel cylinders, calipers, equalizer and distributing valves, ABS electronic control unit, wheel speed sensor, and exciters, and ABS proportioning control valves and high-pressure hydraulic pump.
7. **FUEL:** Fuel injectors, fuel pump, and all internal parts of the turbocharger or supercharger and their housings.
8. **COOLING:** Radiator, electric cooling fan motor and its relay, fan clutch, and fan shroud.
9. **ELECTRICAL:** Starter motor, starter solenoid, alternator and its mounting bracket, voltage regulator, wiper motor, and all manually operated switches.
10. **AIR CONDITIONING:** (Factory or Seller installed with factory approved parts only): Compressor, Accumulator/Drier only in conjunction with compressor replacement, Condenser, Evaporator, Compressor clutch and coil, Compressor pulley and mounting bracket, Expansion valve, Orifice tube, Blower motor, Refrigerant and oil only in conjunction with covered **Mechanical Breakdowns**.
11. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above on Vehicle up to one hundred fifty thousand (150,000) miles at time of claim.

## POWERTRAIN COVERAGE

**WHAT IS COVERED?** The **parts specifically listed in Coverage**. Parts that are not listed or parts and services that are excluded in “**General Contract Exclusions**”, are not covered. Coverage includes fluids and labor only when required as part of a covered Mechanical Breakdown.

1. **ENGINE:** Engine block, cylinder head, rotor housing, oil pan, valve cover, timing cover, all internally lubricated parts contained within the engine, oil pump, timing chain, gears, and tensioners, timing belt and tensioners, balance belt, variable valve camshaft adjuster, intake and exhaust manifolds, harmonic balancer, engine mounts, water pump, flywheel, flexplate.
2. **TRANSMISSION, TRANSAXLE, and TRANSFER CASE (Automatic and Standard):** Case housings, housing covers, and pans, all internally lubricated parts contained within the housings, torque convert- er, viscous coupling, vacuum modulator, transmission mounts, transfer case shift/encoder motor, and range position sensor/switch.
3. **DRIVE AXLE:** (Includes transaxle and four (4) wheel drive vehicles): Front and rear drive axle housings and covers, all internally lubricated parts contained within the drive axle housings, axle shafts, constant velocity joints and boots, driveshafts, universal joints, flex discs, driveshaft center support bearing, driveshaft yokes, four (4) wheel drive engagement actuators and motors, four (4) wheel drive locking hubs.
4. **SEALS AND GASKETS:** Seals and gaskets for all parts listed above on Vehicle up to one hundred fifty thousand (150,000) miles at time of claim.

**ADDITIONAL COVERAGE OPTIONS, With POWERTRAIN Selection ONLY: (NOTE: Available ONLY if selected at the time of Contract purchase and indicated on the Schedule.)**

## ELECTRIC VEHICLE COVERAGE

Coverage provides for payment or reimbursement of costs authorized by the Administrator to repair or replace any Breakdown of all parts or components, including seals and gaskets, **except those listed under the What Is Not Covered Section of this Contract, less Your Deductible amount, in accordance with all terms and conditions of this Contract. (Seals & Gaskets Coverage included only on Vehicle up to one hundred fifty thousand (150,000) miles.**

## ADDITIONAL BENEFITS

1. **Substitute Transportation:** In the event of a covered Breakdown, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while Your Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis, up to a maximum of forty dollars (\$40) per day and a maximum of two hundred dollars (\$200) dollars for each repair visit, an additional 4 days may be offered to you due to parts delay.
2. **Continued Mobility:** In the event of a covered Breakdown, while Your Vehicle is at a licensed repair facility, You can order a ride from the licensed rideshare company of Your choosing, such as Uber or Lyft, and We will reimburse you up to a maximum of twenty dollars (\$20) per claim.

3. **Roadside Assistance Services.** In the event Your Vehicle becomes disabled, You may contract for any of the covered Roadside Assistance services listed below on Your own and You will be able to submit Your original verifiable road service expense receipts for reimbursement consideration. **Maximum reimbursement for any covered Roadside Assistance services is strictly limited to seventy-five (\$75) dollars per Breakdown. You must send your original receipted roadside bills along with a completed claim form to: Pessada Holdings LLC, 167 Lamp and Lantern Village, #127 Chesterfield MO, 63017, (800) 644-4194.**
    - a. **Emergency Roadside Service:** Roadside Service is provided when Your covered Vehicle (as described in the Declarations Section) is disabled, **while this Contract is in effect.**
    - b. **Mechanical First Aid:** Any service requiring a minor adjustment (exclusive of parts) to enable the covered Vehicle to proceed under its own power (where available). **You are responsible for the cost of any parts delivered.**
    - c. **Tire Service:** The changing of flat tire on the covered Vehicle with Your provided spare.
    - d. **Battery Service:** Attempting to start the covered Vehicle with a booster battery.
    - e. **Delivery Service:** We will cover the cost of delivering needed fluid to Your covered Vehicle at the disablement location. **(You must pay for the cost of the actual fluids).**
    - f. **Towing Service:** Towing of the Vehicle to the Selling Seller (if the Selling Seller has vehicle repair capabilities). If the Selling Seller is located over fifty (50) miles from the disablement location, or does not have repair capabilities, then Your covered Vehicle may be towed to the nearest alternate qualifying repair facility.
    - g. **Lockout Services:** If keys are locked inside the passenger compartment of the covered Vehicle.
- Coverage:** You are entitled to one (1) service of any type described in this Section per seventy-two (72) hours.

### ADD-ON COVERAGE OPTIONS

1. **PLUS: \*Coverage must be selected on the Declaration Page and an additional charge paid.** Includes all components listed in the POWERTRAIN coverage plus the following:
  - a. **Electrical Covered Components:** Starter motor, Starter motor drive, Starter motor solenoid, Alternator, Voltage regulator, Alternator pulley and mounting bracket.
  - b. **Factory Installed Air Conditioning Covered Components:** Compressor, Accumulator/Drier only in conjunction with compressor replacement, Condenser, Evaporator, Compressor clutch and coil, Compressor pulley and mounting bracket, Expansion valve, Orifice tube, Blower motor, Refrigerant and oil only in conjunction with covered **Mechanical Breakdowns.**
2. **COMMERCIAL USE:** Refer to Contract Definitions 3.
3. **RIDESHARE:** Refer to Contract Definitions 14.
4. **LIFT KIT:** Refer to Contract Definitions 13. -
5. **HYBRID ELECTRIC VEHICLE:** High voltage hybrid battery, power inverter assembly, drive motor assembly, generator assembly, hybrid cooling system blower motors and pumps, hybrid system stator and rotor, and all hybrid system control units and sensors.
6. **GREEN CHOICE:** By selecting this option in the Coverage Options section of the Schedule at the time this Contract is purchased, **You** are adding the following parts coverage and removing the following excluded parts from **What Is Not Covered:** spark plug wires, coil to spark plug boots and connectors, vapor and emission canisters, positive crankcase ventilation valve, distributor cap and rotor, and complete exhaust systems (including smog pumps, catalytic converter, muffler and pipes).
7. **Maintenance:** If the Maintenance option has been selected on this contract, the covered vehicle will have a maximum of \$40 for Standard Brands (see Class A below) or \$60 for Luxury Brands (see Class B below) worth of routine maintenance reimbursed **to you.** If vehicle is not listed the reimbursement maximum is \$60. Reimbursement requires the submission of receipt for routine maintenance completed at an automotive service center. Reimbursement will be sent via standard mail and may take 4-6 weeks to receive. If reimbursement is requested without proper receipt for work performed, no reimbursement will be provided.
  - a. **Class A -** Standard Brands include Buick, Chrysler, Dodge, Fiat, Ford, GMC, Honda, Hyundai, Jeep, Kia, Mazda, Mini, Mitsubishi, Nissan, Pontiac, Ram, Saturn, Subaru, Toyota, and Volkswagen.
  - b. **Class B -** Luxury Brands include Acura, Alfa Romeo, Audi, BMW, Cadillac, Genesis, Infiniti, Jaguar, Land Rover, Lexus, Lincoln, Mercedes-Benz, Porsche, Tesla, and Volvo.
8. **EV Battery Option:** If You have selected the EV Battery coverage, the following parts will be covered: the EV Battery pack or individual EV Battery cell(s) installed in Your Vehicle. The EV Battery that is installed may vary based on the make and model of a vehicle.
9. **EV Wall Charger Option:** If You have selected EV Wall Charger Coverage as indicated in the Declarations Section, the Failure of Your EV Wall Charger resulting from mechanical or electrical breakdown as well as Accidental Damage from Handling (ADH) will be covered up to the Limits of Liability stated below in bullet point "b." For the purposes of this EV Wall Charger coverage, ADH is defined as damage directly resulting from the unintentional handling of the EV Wall Charger. You are responsible for the following: (1) Ensuring that the EV Wall Charger is installed according to manufacturer specifications; (2) Performing all manufacturer-specified preventive maintenance duties, and as applicable, ensure that the EV Wall Charger is properly cleaned and maintained at all times; and (3) Ensuring that Your electrical services entrance is rated at [100] amps or more.
  - a. **Limits of Liability:** **Our total liability for benefits provided under this coverage option is limited to a one-time reimbursement payment to You towards the purchase of a replacement EV Wall Charger of like kind, quality, and comparable performance in an amount not to exceed the lesser of Your original purchase price or the manufacturer's suggested retail price or five hundred dollars (\$500). Once the above limit has been met, Our obligation under this Contract is considered fulfilled in its entirety and EV Wall Charger coverage ends.**
  - b. **Claims Handling Procedures:** **For Breakdown Claims, We will replace Your EV Wall Charger pursuant to the provisions of this Contract. For Accidental Damage Claims, We are authorized to assess Accidental Damage Claims and authorize replacement. Any and all parts or units replaced under this Contract become Our property in their entirety. We will at Our sole discretion, replace Your original EV Wall Charger in consideration of sudden and unforeseen**

ADH; such as damage resulting from over extension of the charging cable while connecting to the covered EV or breakage due to beverage spills. In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. **IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR CONTRACT.** The Administrator must validate and provide You with approval (i.e. a repair authorization number) **FOR YOUR SUBMITTED CLAIM PRIOR TO ANY BENEFITS BEING CONSIDERED UNDER THIS CONTRACT.** THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS. Please do not take or return Your EV Wall Charger to the Retailer or ship Your EV Wall Charger anywhere, unless the Administrator instructs You to do so. Please use caution when transporting and/or shipping Your EV Wall Charger as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative. **IMPORTANT: COVERAGE DESCRIBED IN THIS CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.**

c. The following is added to the WHAT IS NOT COVERED SECTION:

- I. For any EV Wall Charger that is considered commercial grade or anything other than a Level 1 or Level 2.
- II. For any additional expenses incurred in replacing or removing EV Wall Chargers; or any cost associated with making space suitable for installation when a replacement EV Wall Charger does not fit in the existing space, including modifications to flooring, walls, or cabinetry.
- III. For any correction, upgrade, or move of Your existing EV Wall Charger in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary covered replacement.
- IV. For any section of Your EV Wall Charger that is shared with any third party or is covered by a homeowner's, condominium, or like association.
- V. For any EV Wall Charger when the electrical services entrance, of Your residential interior electric, is rated less than [100] AMPS.

## WHAT IS NOT COVERED

Unless expressly provided herein, Coverage is not provided under this Contract:

1. For any part not specifically listed in the Schedule of Coverages for the Coverage or options You selected.
2. For any repair or replacement made without prior authorization from Administrator to Repair Facility.
3. For maintenance services and parts described in Your Vehicle's Owner's Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: glow plugs, filters, fluids, lubricants, freeze plugs, alignments, coolants, 12V lead-acid batteries, sealed beams, interior LED lighting, hoses, clamps, belts, tires, wheels, wheel covers, wheel lugs and lug nuts, valve stems, light bulbs, lenses, brake rotors, brake drums, brake shoes, brake pads, upholstery, paint, glass, defrost grids, trim, moldings, weather strip/body seals, door handles, lift gate handles, tailgate handles, door bushings/bearings, body panels, sheet metal, bumpers, frames and structural parts, sub-frames, brackets, convertible top assemblies, vinyl top, conversion van appliances, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, any repairs to correct rust, corrosion, water intrusion, water ingestion, water damage, water leaks, air leaks, wind noise, squeaks, rattles, odors, carburetors, manual clutch system (friction clutch disc, pressure plate, throw out, and pilot bearing). Any options/equipment not originally installed by the vehicle manufacturer. Reprogramming/software updates.
4. For the following parts and components including: thermostat housing, battery cable, fuses, shock absorbers, tire pressure sensors, safety restraint systems (including air bags), seat belts, speakers, HID and exterior LED light assemblies, vacuum canister/reservoir, air pump/lines/valves.
5. For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, sludge, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the battery or motor exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts). Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.
6. For any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts. For any repair that has been misdiagnosed by the Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate.
7. For any Breakdown caused by Your failure to follow the instructions in the YOUR MAINTENANCE REQUIREMENTS section, any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified, or any Breakdown as a result of lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.
8. For new Vehicles that do not have the full manufacturer's warranty in place or acknowledged by the Manufacturer. For Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, or any other Seller customer assistance program. For Breakdown or failure costs that should be covered by the warranty of parts or workmanship on a previously repaired or replaced component, regardless of the manufacturer's or repairer's ability to pay for such repairs or when the responsibility for the repair is covered by Your insurance policy.
9. For any Pre-Existing Condition, for any Breakdown that occurs, or begins to occur, or if information provided by You, or the Licensed Repair Facility cannot be verified as accurate or is found to be deceptively inaccurate. Pre-Existing conditions are not covered.
10. For any repair for the purpose of correcting the gradual reduction of performance when a Breakdown has not occurred. Damage caused by pre-ignition detonation, pinging, or improper lubricants. Any Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, or lack of lubrication. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
11. For loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, income or other consequential damages, including but not limited to loss or damage or injury to persons or property resulting from Breakdown of any of the covered parts.
12. For accidental loss or damage, physical damage, collision or upset, road hazard, falling objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil unrest, negligence, abuse or misuse, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle.



13. For any Breakdown caused by rust, residue, electrolysis or corrosion. For any Breakdown caused by the failure of any nuts, bolts or fasteners unless internally lubricated.
14. For any Vehicle that has been issued a restricted title, including but not limited to salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is a grey-market vehicle or declared a "lemon". For any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined.
15. For a Breakdown of a covered component/part caused by Your refusal to perform reasonable repairs recommended by the Seller, Repair Facility, or Administrator. For any damage caused by failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes but is not limited to Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure. Lack of mechanical knowledge is not an excuse for continued operation.
16. For any part or repair that a repair facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming), in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement, or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
17. For Commercial Use Vehicles not being used for purposes that fall within this Contract's definition of Commercial Use.
18. If any alterations have been made to Your Vehicle or You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is six (6) percent in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. For any transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.
19. For Lift Kits, frame, and suspension modifications that exceed the maximum increase for a body/suspension lift combined of six (6) inches lift surcharge must be selected at time of sale.
20. For any Breakdown or failure occurring outside of the United States or Canada.
21. For any repair or replacement of any covered part if a Breakdown has not occurred or, for any part that a repair facility or manufacturer recommends or requires be replaced, repaired, or updated, and is not a Breakdown is Your responsibility and expense. Including but not limited to pistons and/or piston rings. Damage to a covered part due to the failure of a non-covered part is also excluded.
22. For in-home service or repairs.
23. For any Loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.
24. For the Breakdown of the EV High Voltage Battery/Battery Pack and/or replacement of EV High Voltage Battery cell(s) that are causing degradation in its ability to hold adequate charge. This exclusion does not apply when (1) the appropriate surcharge has been paid, (2) the allowable capacity is the lesser of seventy (70%) percent or the manufacturer's capacity allowance, and (3) the Electric Vehicle is current plus five (5) model years with less than one hundred thousand (100,000) miles at time of Contract purchase. All other causes, except for EV Battery Breakdown due to normal usage and charging standards.

## TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturers' warranties available on the vehicle listed in the Declarations Section of the Contract. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would normally have been in effect if the transfer had not been made.

## GUARANTEE

Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; 866-505-4048. If a covered claim or a refund is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company at the address and phone number provided above.

## CANCELLATION

**Cancellation by You:** You may cancel this Contract by returning it to the Seller. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If You cancel this Contract within the first thirty (30) days, We will refund the entire Agreement Price, less any claims paid. If this Contract is canceled after the first thirty (30) days, We will refund the unearned Agreement Price to You calculated on a pro rata basis, less claims paid. The refund will be equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, based on the Term Months/Miles of Your Contract, less a cancellation fee of seventy-five dollars (\$75). In the event of cancellation, the Lien holder identified on the Registration Page, if any, will be named on a cancellation refund check as its interest may appear. Any refunds owed will be paid or credited no more than thirty (30) days from the date We or the Administrator receives notice of the request to cancel.

**Cancellation By Us:** We may only cancel this Contract based on one or more of the following reasons: (A) non-payment of the Agreement Price; (B) a material misrepresentation made by You; (C) a substantial breach of duties by You under the Contract relating to the Vehicle or its use; (D) Your vehicle has been altered or modified as described in Sec. 18; (E) Non-payment of contract charge. If We cancel this Contract within the first thirty (30) days and no claim has been paid or made, We will refund the entire Agreement Price. If this Contract is canceled after the first thirty (30) days or if a claim has been paid or made, We will refund the unearned Agreement Price to You calculated on a pro rata basis, less any claims paid. The refund will be equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, based on the Term Months/Miles of Your Contract. In the event of cancellation, the Lien holder identified on the Registration Page, if any, will be named on a cancellation refund check as its interest may appear.

**Please Note:** The right to void the Contract is not transferable and applies only to the original Contract Holder. If the Vehicle and this **Contract** have been financed, the Lien holder shown on the **Registration Page** may cancel this Contract for non-payment or if the Vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Contract to the Lien holder or otherwise entitle the Lien holder to performance under this Contract.

## TRANSFER

This Contract, while in-force, may be transferred by You to the subsequent owner of the Vehicle for a fee of seventy-five (\$75) dollars, payable to Us. The subsequent owner must also transfer the manufacturer's warranty, if available. Written evidence of all required maintenance services must be provided to Administrator upon transfer. Transfer is limited to an individual purchaser of the Vehicle (not a Seller) and the title may not pass through a Seller. All terms and conditions of the original Contract will apply to the transferee except the right to cancel the Contract. Submission of a Transfer Application must be completed within thirty (30) days of the sale or transfer of the Vehicle to the subsequent owner. The Transfer Application may be obtained from the selling Administrator, or Sellership/Entity. Refer to Special State Requirements for any exceptions or additional requirements in relation to the transfer of this Contract. This Contract may not be transferred to another vehicle.

## RENEWABILITY

This Contract may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least thirty (30) days and one thousand (1,000) miles prior to the Expiration Date and Mileage of this Contract in order to qualify for a replacement Contract. The Vehicle must meet the then-current underwriting guidelines relative to the Vehicle eligibility and Coverage availability. A full mechanical inspection of the Vehicle may be required. If all the above criteria are met, We may issue a replacement Contract. A replacement Contract may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Coverage purchased, pursuant to the then-current rates and guidelines.

## RIGHT TO RECOVER PAYMENT

If You have a right to recover funds that We have paid under this Contract against another party (such as a manufacturer's warranty claim, parts warranty, insurer, other service contract, etc.), Your rights shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

## ARBITRATION

The parties agree that any claims, demands, disputes, conflicts, causes of action or legal action of any kind between them will be resolved through binding arbitration under the Rules of the American Arbitration Association. The arbitration proceeding shall be held in the city where this agreement was purchased, and each party agrees to share the cost of the proceeding equally.

NATIONAL CLAIMS SERVICE (800) 647-0794

ROADSIDE SERVICE 855-292-8588

Pessada Holdings LLC, 167 Lamp and Lantern Village #127, Chesterfield, MO 63017

## STATE SPECIFIC PROVISIONS

These special state requirements apply if Your Contract was delivered in one of the following states and supersede any other provisions herein to the contrary:

### ALABAMA

**The CANCELLATION / Cancellation by You section is amended as follows:** In no event will paid or approved claims be deducted from any refund. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. If this Contract canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us. In no event will Your cancellation fee exceed twenty-five dollars (\$25).

**The CANCELLATION / Cancellation By Us section is amended as follows:** If We cancel this Contract no cancellation fee shall apply. We shall mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You to Us relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

### ALASKA

**The GUARANTEE section is amended as follows:** You may file a claim with the insurance company if any promise made in the Contract has been denied or has not been honored within thirty (30) days after Your request.

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, a penalty of ten percent (10%) of the provider fee per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to the Administrator or to Us. If this Contract is canceled by You after the first thirty (30) days or if claims have been filed, a penalty of ten percent (10%) of the unearned provider fee per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to the Administrator or to Us. No cancellation fee will be assessed for cancellations made during the first thirty (30) days. Any administrative fee for a cancellation by You outside of the first thirty days (30) shall not exceed the lesser of 7.5% percent of the Agreement purchase price or fifty dollars (\$50).

**The CANCELLATION / Cancellation By Us section is amended as follows:** We may only cancel this Contract for nonpayment of the purchase price, if You have been convicted of a crime increasing the hazard covered by the Contract, fraud or material misrepresentation by You in obtaining the Contract or in pursuing a claim hereunder, a grossly negligent act or omission by You that substantially increases the hazards covered by the Contract, physical changes to the Vehicle that makes it ineligible for coverage, or a substantial breach of Your duties hereunder. If We cancel this Contract for a reason other than nonpayment of the Agreement purchase price or fraud or material misrepresentation by You in connection with obtaining the Contract or pursuing a claim hereunder We will provide a written notice of cancellation to You at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the reason for and the effective date of cancellation.

### ARIZONA

**The CANCELLATION / Cancellation by You section is amended as follows:** The cancellation will not exceed fifty dollars (\$50) or ten percent (10%) of the Agreement Price, whichever is less.

### ARKANSAS

**The CANCELLATION / Cancellation by You section is deleted and replaced with the following:** You may cancel this Contract by returning it to the Seller or directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If You cancel this Contract within the first thirty (30) days, We will refund the entire Agreement Price less a cancellation fee of fifty dollars (\$50). If this Contract is canceled after the first thirty (30) days, We will refund the unearned Agreement Price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, based on the Term Months/Miles of Your Contract, less a cancellation fee of fifty dollars (\$50). In the event of cancellation, the Lien holder identified on the Registration Page, if any, will be named on a cancellation refund check as its interest may appear. Any refunds owed will be paid or credited no more than thirty (30) days from the date We or the Administrator receives notice of the request to cancel.

**The CANCELLATION / Cancellation By Us section is amended as follows:** In no event will the amount of claims paid be deducted from the cancellation refund. A cancellation fee of fifty dollars (\$50) will be deducted from the amount of the cancellation refund.

### COLORADO

**The GUARANTEE section is amended as follows:** Policy # WIC-DRC-VSC-020115

### CONNECTICUT

**The following is added to this Contract:** Connecticut law requires an automobile Seller to provide a warranty covering certain classes of used motor Vehicle as follows: Used Vehicles with a sale price of three thousand (\$3,000) dollars, but less than five thousand (\$5,000) dollars, Coverage for thirty (30) days or one thousand five hundred (1,500) miles, whichever occurs first; Used Vehicles with a sale price of five thousand (\$5,000) dollars or more, Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. This law may cover the Vehicle You have purchased. If so, the following is added to this Contract: In addition to the Seller warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Seller warranty period and provides protection after the Seller warranty has expired. You have been charged separately only for this Contract. The required Seller warranty is provided free of charge. Furthermore, the definitions, Coverage and exclusions in this Contract apply only to this Contract and are not the terms of the required Seller warranty.

**The FILING A BREAKDOWN CLAIM is amended to add the following:** Should this Contract expire while repairs covered under this Contract are in process, the term of this Contract will be automatically extended to the date that the Vehicle is released from the Repair Facility. In-home service is not provided and the costs of transporting Your Vehicle are only paid in accordance with Roadside Assistance Services under the ALL COVERAGE PLANS INCLUDE THE FOLLOWING BENEFITS section.

**The CANCELLATION / Cancellation by You section is amended as follows:** You may cancel this Contract at any time if the covered vehicle is returned, sold, lost, stolen or destroyed.

### DISTRICT OF COLUMBIA

**The CANCELLATION / Cancellation by You section is amended as follows:** A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Contract to the provider. Any cancellation fee shall not exceed the lesser of ten (10%) percent of the gross provider fee paid by You or fifty (\$50) dollars.

**The CANCELLATION / Cancellation By Us section is amended as follows:** If We cancel this Contract, We shall mail a written notice to You at the last known address We have on file for You at least five (5) days prior to cancellation by Us. The cancellation notice shall state the effective date of cancellation and the reason for cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment, a substantial breach of duties by You relating to the Covered Vehicle or its use, or a material misrepresentation by You to Us.

## GEORGIA

The WHAT IS NOT COVERED section, bullet point "5" is deleted and replaced with the following: **5. For any damage and/or Breakdown resulting from damage caused to a Covered Part by impact or any other external force known or unknown, collision, bent or twisted parts, rust or corrosion, salt, environmental damage, contamination, oxidation, sediments, varnish, restricted oil passages, lack of proper quality or quantity of fluids or lubricants, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights, or audible warning sounds, warped, discolored or melted parts), Engine block and cylinder heads are not covered if damaged by overheating, freezing or warping. Any Breakdown resulting from acts of nature including but not limited to lightning, earthquake, windstorm, volcanic eruption, and freezing.**

The WHAT IS NOT COVERED section, bullet point "9" is deleted and replaced with the following: **9. For any Pre-Existing Condition known to You.**

The WHAT IS NOT COVERED section, bullet point "18" is deleted and replaced with the following: **18. If any alterations have been made to Your Vehicle, by You or with Your knowledge, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including but not limited to the failure of any custom or add-on part, trailer hitches, suspension reductions, or undersized wheels or tires. The maximum tire height modification allowed is four (4) inches in overall diameter larger than the manufacturer's specifications as displayed on the placard of Your Vehicle. For any engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications. Any modification that voids the original manufacturer warranty will also void the Coverage provided under this Contract.**

**The CANCELLATION / Cancellation by You section is amended as follows:** A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of this Contract. The cancellation fee shall not exceed ten percent of the pro rata refund amount or fifty (\$50) dollars, whichever is less.

**The CANCELLATION / Cancellation By Us section is deleted and replaced with the following:** This Contract shall be noncancelable by Us except for fraud, material misrepresentation, or failure to pay the Agreement price. Notice of such cancellation stating the reason for and effective date of the cancellation shall be given to You in writing no less than thirty (30) days before the effective date of such cancellation. If We cancel this Contract, You shall be refunded one hundred percent (100%) of the unearned pro rata purchase price, less any claims paid, and less an administrative fee not to exceed fifty dollars (\$50) or ten percent (10%) of the unearned pro rata purchase price, whichever is less.

**This is not a contract of insurance.**

## HAWAII

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us.

**The CANCELLATION / Cancellation By Us is amended as follows:** Upon cancellation of the Contract by Us, at least five (5) days prior to cancellation, We shall mail to You at the Your last known address, a written prior notice of cancellation that states the effective date of the cancellation. Prior notice of cancellation is not required if the cancellation is for: (a) Nonpayment of the Agreement Price, (b) A material misrepresentation by You to the provider; or (c) A substantial breach of duties by You under the Contract, relating to the covered vehicle or its use.

## IDAHO

**The following is added to this Contract:** Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho insurance guaranty association.

**The CANCELLATION section is amended as follows:** In no event will paid or approved claims be deducted from any refund.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, We will refund the entire Agreement Price less a cancellation fee of fifty dollars (\$50).

## ILLINOIS

**The following is added to this Contract:** This Vehicle Service Contract provides no Coverage or Benefits for failures resulting from normal wear and tear.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, We will refund the entire Agreement Price less a cancellation fee not to exceed fifty dollars (\$50) or ten percent (10%) of the Agreement Price, whichever is less.

## INDIANA

**The following is added to this Contract:** This service contract is not insurance and is not subject to Indiana insurance law.

## IOWA

**The following is added to this Contract:** Iowa residents may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315, (515) 281-5705. Replacement of parts shall not be made with used parts, unless We receive prior written authorization from You. Replacement will not be made with a rebuilt part, unless the part is rebuilt according to national standards recognized by the Insurance Division.

**The CANCELLATION / Cancellation by You section is amended as follows:** The cancellation fee not exceed fifty dollars (\$50) or ten (10%) percent of the Agreement Price, whichever is less. If this Contract is canceled within the first thirty (30) days, and no claim has been made, a ten (10%) percent penalty per month will be added to any refund for a voided Contract not paid within thirty (30) days of receiving notice of cancellation from You.

**The CANCELLATION / Cancellation By Us is amended as follows:** If this Contract is cancelled by Us, We will mail a written notice of cancellation to You at least fifteen (15) days before the date of the termination. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to Us, or a substantial breach of duties by the You relating to the Covered Vehicle or its use.

## LOUISIANA

**The following is added to this Contract:** The motor vehicle service contract is not insurance. The motor vehicle service contract is not regulated by the Department of Insurance. Any concerns or complaints regarding the motor vehicle service contract may be directed to the attorney general.

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us.

## MAINE

**The CANCELLATION section is amended as follows:** In no event will any applicable cancellation fee exceed the lesser of ten percent (10%) of the Agreement price or fifty dollars (\$50).

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us.

**The CANCELLATION / Cancellation By Us is amended as follows:** If We cancel this Contract, We will mail written notice of cancellation to You at least fifteen (15) days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

#### MARYLAND

**The CANCELLATION section is amended as follows:** In no event will any cancellation/administrative fee be deducted from any refund.

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us.

#### MASSACHUSETTS

**The following is added to this Contract:** 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.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Seller to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale

Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale

Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Seller warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Seller warranty period and provides protection after the Seller warranty has expired. You have been charged separately only for this Contract. The required Seller warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Seller warranty.

#### MINNESOTA

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is canceled by You within the first thirty (30) days and no claims have been filed, 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 this Contract to the Administrator or to Us.

**The CANCELLATION / Cancellation by Us section is amended as follows:** If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files stating the effective date and reason for cancellation at least fifteen (15) days prior to the effective date of cancellation. We will provide five (5) days' written notice stating the effective date and reason for cancellation if cancellation is for nonpayment, material misrepresentation, or a substantial breach of Your duties under this Contract.

#### MISSISSIPPI

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us. If this Contract is canceled after the first thirty (30) days, any applicable cancellation fee shall not exceed ten percent (10%) of the Agreement Price paid by You or fifty dollars (\$50), whichever is less.

**The CANCELLATION / Cancellation by Us section is amended as follows:** If this Contract is canceled by Us, any applicable cancellation fee shall not exceed ten percent (10%) of the Agreement Price paid by You, or fifty dollars (\$50), whichever is less.

#### MISSOURI

**The following is added to this Contract:** This agreement is not an insurance contract.

**The CANCELLATION section is amended as follows:** If this Contract is canceled for any reason, We will mail to You a written notice of cancellation within forty-five (45) days of the effective date of cancellation.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us.

#### MONTANA

**The CANCELLATION / Cancellation by Us section is amended as follows:** If We cancel this Contract, We will mail written notice of cancellation to You at least five (5) days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is: (i) nonpayment of the provider fee; (ii) a material misrepresentation by You to the provider; or (iii) a substantial breach of duties by You relating to the covered vehicle or its use.

#### NEBRASKA

**The CANCELLATION / Cancellation by Us section is amended as follows:** We may only cancel this Contract for fraud, material misrepresentation, 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 will give You sixty (60) days notification, except for non-payment, which will be ten (10) days notification

#### NEVADA

**The FILING A BREAKDOWN CLAIM section is amended by adding the following:** If You are not satisfied with the manner in which We are handling Your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

**The WHAT IS NOT COVERED section is amended to add the following:** This Contract provides coverage that is excess over any other applicable coverage. Only unauthorized repairs, modifications or alterations performed after the effective date of the Contract, or damages arising from such actions are excluded.

**The CANCELLATION / Cancellation by You section is deleted and replaced with the following:** You may cancel this Contract at any time. If You have made no claim and Your request for cancellation is within the first thirty (30) days, the full price You paid for the Contract will be refunded and no cancellation 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, and no cancellation fee will be deducted. If Your Contract was financed, the outstanding balance will be deducted from any refund, however, You will not be charged for claims paid or repair service fees. 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 penalty of ten percent (10%) of the Contract price will be added to the refund for every thirty (30) days the refund is not paid.

**The CANCELLATION / Cancellation by Us section is deleted and replaced with the following:** We may cancel this Contract within seventy (70) days from the date of purchase for any reason. If We cancel this Contract within the first seventy (70) days and no claim has been paid or made, We will refund the entire Agreement price. After seventy (70) days or if a claim has been paid or made, We may only cancel this Contract for: (a) Nonpayment by You; (b) Fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim for service thereunder; (c) Discovery of: (1) An act or omission by You or (2) A violation by You of any condition of this Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (d) 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 that this Contract was issued or sold. 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 greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, no cancellation fee will be deducted. 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.

**The CANCELLATION / Please Note section is deleted and replaced with the following:** Please Note: The right to void the Contract is not transferable and applies only to the original Contract Holder. 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 by You to make monthly payments in a timely manner may result in cancellation of this Contract. 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.

**The TRANSFER section is amended as follows:** The transfer fee will be twenty-five dollars (\$25).

#### **NEW HAMPSHIRE**

**The following is added to this Contract: This agreement is not an insurance contract.** In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, (800) 852-3416.

#### **NEW JERSEY**

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us.

**The CANCELLATION / Cancellation By Us is amended as follows:** If this Contract is cancelled by Us, We will mail a written notice of cancellation to You at least five (5) days before the date of the termination. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation or omission by You to Us, or a substantial breach of duties by the You relating to the Covered Vehicle or its use.

#### **NEW MEXICO**

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us. If this Contract is cancelled after the first thirty (30) days, the cancellation fee shall not exceed the lesser of ten percent (10%) of the Agreement price or fifty dollars (\$50), whichever is less.

**The CANCELLATION / Cancellation by Us section is deleted and replaced with the following:** We may cancel this Contract within seventy (70) days from the date of purchase for any reason. If We cancel this Contract within the first seventy (70) days and no claim has been paid or made, We will refund the entire Agreement price. After seventy (70) days or if a claim has been paid or made, We may only cancel this Contract for: (a) Nonpayment by You; (b) Fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim for service thereunder; (c) Discovery of: (1) An act or omission by You or (2) A violation by You of any condition of this Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under the Contract; or (d) 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 that this Contract was issued or sold. 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 greater of the days in force or the miles driven based on the term/miles selected and the date coverage begins, no cancellation fee will be deducted. 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.

#### **NEW YORK**

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after return of the Contract to Us.

**The CANCELLATION / Cancellation By Us is amended as follows:** If this Contract is cancelled by Us, We will mail a written notice of cancellation to You at least fifteen (15) days before the date of the termination. The notice of cancellation shall state the effective date of the cancellation and the reason for the cancellation. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation, or a substantial breach of duties by the You relating to the Covered Vehicle or its use.

#### **NORTH CAROLINA**

**The CANCELLATION / Cancellation by You section is amended as follows:** If this Contract is cancelled after the first thirty (30) days, the cancellation fee shall not exceed the lesser of ten percent (10%) of the pro rata refund amount or fifty dollars (\$50), whichever is less.

**The CANCELLATION / Cancellation by Us section is amended as follows:** We may only cancel this Contract for fraud, material misrepresentation, nonpayment by You, or a substantial breach of duties by You relating to the covered vehicle or its use.

#### **OHIO**

**The following is added to this Contract:** This contract is not insurance and is not subject to the insurance laws of this state. This contract may provide a duplication of coverage already provided by your automobile physical damage insurance policy

#### **SOUTH CAROLINA**

**The following is added to this Contract:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us.

**The CANCELLATION / Cancellation by Us section is amended as follows:** If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least fifteen (15) days prior to the effective date of cancellation stating the effective date and reason for cancellation. If, however, We cancel this Contract for nonpayment, material misrepresentation, or substantial breach of Your duties hereunder, We will not provide You with prior written notice of cancellation.

**This agreement is not an insurance contract.**

## TEXAS

**The following is added to this Contract:** 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.

**The Definition of Administrator is amended to include the following:** Service Contract Administrator License #229

**The GUARANTEE section is amended as follows:** You may make a direct claim with the insurance company if any refund or credit is not paid before the forty-sixty (46<sup>th</sup>) day after the date on which the Contract is canceled.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us.

**The CANCELLATION / Cancellation by Us section is amended as follows:** If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation, unless We are cancelling the Contract for nonpayment, fraud or material misrepresentation by You, or substantial breach of Your duties hereunder, in which case, We will not provide You with prior notice of cancellation.

## UTAH

**The following is added to this Contract:** This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

**The FILING A BREAKDOWN CLAIM section is amended by adding the following:** Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by You, if You can show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

**The GUARANTEE section is deleted and replaced with the following:** Our obligations and the performance to You under this Contract are guaranteed and insured by a policy issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; 866-505-4048. If any 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 at the address and phone number provided above.

**The CANCELLATION / Cancellation by Us section is deleted and replaced with the following:** We may not cancel this Contract prior to the earlier of the Expiration Date or Mileage or one year from the Effective Date and Mileage unless We are cancelling the Contract for one of the following reasons: nonpayment of premium; material misrepresentation; substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or substantial breaches of Your duties hereunder. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least thirty (30) days prior to the effective date of cancellation stating the effective date and reason for cancellation unless We are cancelling the Contract for nonpayment in which case, We will mail such notice at least ten (10) days prior to the effective date of cancellation. If the reason for cancellation is misrepresentation, We shall describe the nature of the misrepresentation in the notice. If the reason for cancellation is not provided in the notice, We will send by first class mail or deliver that information within ten (10) working days after receipt of a written request by You.

## VIRGINIA

**The following is added to this Contract:** If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.

## WISCONSIN

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

**The GUARANTEE section is deleted and replaced with the following:** Our Obligations under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company (the "Insurance Company"), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We do not provide, or reimburse or pay for, a service that is covered under this service contract within sixty (60) days after You have provided proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service. Please call 1-866-505-4048 for instructions.

**The FILING A BREAKDOWN CLAIM section is amended by adding the following:** Notice of loss, and all repair documentation should be forwarded to the Us as soon as reasonably possible but may be filed up to one (1) year from the date of loss.

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us. The cancellation fee shall not exceed ten percent of the provider fee or fifty (\$50) dollars, whichever is less. If You request cancellation due to a total loss of Your vehicle which is not covered by a replacement under the terms of Your Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Contract purchase price paid, less the amount of any claims paid.

**The CANCELLATION / Cancellation by Us section is deleted and replaced with the following:** We may cancel this Contract only for the following reasons: nonpayment; material misrepresentation by You to Us; or substantial breach of Your duties hereunder relating to Your Vehicle or its use. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least five (5) days prior to the effective date of cancellation stating the effective date and reason for cancellation.

## WYOMING

**The CANCELLATION / Cancellation by You section is amended as follows:** If You cancel this Contract within the first thirty (30) days, and no claims have been made, 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 Us. Any cancellation fee charged for a cancellation shall not exceed shall not exceed the lesser of ten (10%) percent of the Contract purchase price or fifty (\$50) dollars.

**The CANCELLATION / Cancellation by Us section is amended as follows:** If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address as reflected in Our files at least ten (10) days prior to the effective date of cancellation stating the effective date and reason for cancellation. If, however, We are cancelling the Contract for nonpayment, material misrepresentation by You, or substantial breach of Your duties hereunder, We will not provide You with prior written notice of cancellation.

**THIS FORM IS NOT FOR USE IN  
CA, FL, OK, OR WA**

**NATIONAL CLAIMS SERVICE (800) 647-0794  
ROADSIDE SERVICE 855-292-8588**

Pessada Holdings LLC, 167 Lamp and Lantern Village #127, Chesterfield, MO 63017