



CORNERSTONE MOTORCYCLE, SCOOTER, ATV, UTILITY VEHICLE, OFF-ROAD MOTORCYCLE, SNOWMOBILE, PWC AND JET BOAT SERVICE CONTRACT APPLICATION

A Your Application/Contract Number

SCHEDULE

B Customer Last Name First Name M.I. Home Phone Email Address City State Zip Code

C Model Year Make HARLEY-DAVIDSON Model Product ID Number (VIN or Serial Number)

D EFFECTIVE DATE New = Original In-Service Date Used = Contract Purchase Date Odometer Reading Expiration Date New = Full Manufacturer Warranty + Term Selected in Section G Used = Term Selected in Section G

E Administrator CornerStone United, Inc. 1020 Main Ave. NW Hickory, North Carolina 28601 CS Dealer Number 600542CS Administrator Phone Number 1-866-912-2768

G CornerStone United Extended Protection Vehicle Type and Contract Terms (Check Only (1) Box) New On-Road Motorcycles/Snowmobiles/Scooters/PWCs/Jet Boats 12 MO. 24 MO. 36 MO. 48 MO. 60 MO. New ATVs/Utility Vehicle/Off-Road Motorcycles 6 MO. 18 MO. 30 MO. 42 MO. 54 MO. Used Motorcycles/Snowmobiles/Scooters/ATVs/Off-Road Motorcycles Utility Vehicle/PWCs/Jet Boats 12 MO. 24 MO. 36 MO. 48 MO. (On-Road Motorcycles Only) Options and Surcharges Manufacturer Installed Turbo/Supercharger Used Unit \$0.00 Deductible Buy Down Trailer Package

F Contract Price Product Purchase Price

Length of Full Manufacturer Warranty (which includes warranty on Parts and Labor) Months (New Vehicle Only). Lienholder Information: Name: Address: City, State, ZIP:

H CornerStone Dealer Name JHD HOLDINGS, INC Address 3223 N. PONTIAC DR City JANESVILLE State WI Zip Code 53545 Telephone 608-314-1722

I WHAT IS COVERED 1. All components / parts covered during the manufacturer's original warranty. Please see the General Contract Exclusions section of Page 2 of this Contract. 2. All fluids, lubricants, seals, and gaskets required as part of the repair or replacement of covered component DEDUCTIBLE New Units = \$0.00 Used Units = \$50.00 unless Deductible Buy Down Option has been purchased and selected in Section G of this contract. ADDED BENEFITS RENTAL: In the event of a covered Mechanical Breakdown, We will reimburse You for actual expenses incurred for the substitute transportation at a maximum daily rental rate of \$20.00, not to exceed a total of 6 days. One day's rental shall be allowed for each 8 hours, or portion thereof, of labor hours required as listed in the applicable rate repair manual. PICKUP: In the event of a covered Mechanical Breakdown, We will reimburse You for reasonable pickup charges, not to exceed \$50.00, which You incur to have Your vehicle picked up and taken to a repairing facility. ROADSIDE ASSISTANCE: (Applies Only to On-Road Motorcycles and Scooters) For Emergency Roadside Assistance up to \$100 per occurrence with a limit of five (5) occurrences.

J PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO LEASE, PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE This Contract is between You and the Obligor(hereinafter referred to as We, Us, and Our): In AK, AR, CO, DE, DC, HI, ID, IN, KS, KY, ME, MD, MA, MI, MN, MO, MT, NV, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT VA, and WV: CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2768. In AL, AZ, CA (License # 0H18143), CT, GA, IL, IA, LA, MS, NM, OK, OR, WI and WY: Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 1-866-927-3097. I understand this is a vehicle service contract ("Contract") covering the Motorcycle/ Scooter/ ATV/ Utility/ Off Road Motorcycle/ Snowmobile/ PWC/ Jet Boat described above. My signature below means that I have reviewed and understand the term limitations, coverages and exclusions, and that the repair of non-covered components is excluded from coverage. I UNDERSTAND THAT PRE-EXISTING CONDITIONS ARE EXCLUDED FROM COVERAGE. I acknowledge my responsibility to maintain my vehicle according to the manufacturer's recommendations, as it relates to this Contract. I have read and understand the REQUIRED MAINTENANCE TO KEEP THIS CONTRACT IN FORCE. I understand that this Contract provides no bodily injury or property damage coverage. I hereby declare the above information is correct. YOUR SIGNATURE PURCHASE DATE CORNERSTONE DEALER REPRESENTATIVE

I. AGREEMENT

This agreement describes the coverage You will have under Your Service Contract (hereafter referred to as "Contract"). In return for payment by You of the Contract Price and subject to all the terms of this Contract, We agree with You as follows:

II. KEY TERMS

Administrator means CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2768.

You may contact the Administrator during normal business hours to have coverage questions answered or receive assistance in filing a claim under this Contract at 1-866-912-2768.

Approved Vehicle means a new or used Motorcycle, ATV, Off-Road Motorcycle, Utility Vehicle, Snowmobile, Scooter, Personal Water Craft (PWC) or Jet Boat that meets the eligibility requirements for condition and vehicle type as listed in Section C of the Schedule. Personal Water Craft (PWC) means a recreational water craft that: (1) is intended to be operated with the person(s) sitting, standing or kneeling (rather than the person(s) being within or inside the confines of a hull, as in a boat); and (2) primarily moves through the water by the use of an inboard, internal combustion engine powering a water jet pump. Jet Boat means a water craft that primarily moves through the water by the use of an inboard, internal combustion engine powering a water jet pump. To qualify for New Terms, a unit must still be under original full manufacturer warranty. To qualify for Used Terms, a unit must meet model year and/or age restrictions to be eligible.

Mechanical Breakdown means the failure of any original or like replacement part covered by this Contract to perform its intended function(s) in normal service, providing it has received all maintenance in accordance with the manufacturer published scheduled maintenance requirements. Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred unless the wear and tear exceeds published factory tolerances allowed by the Manufacturer, rendering the covered part incapable of performing the function for which it was designed.

Business Use means the operation of a vehicle, on a one-time or part-time basis, for any non-personal use. Commuting to and from work is considered a personal use. See Section IV. WHAT THIS CONTRACT DOES NOT COVER, item #17.

Contract Price means the amount You paid for this Contract shown in Section E of the Schedule.

Contract Purchase Date means the date You purchased this Contract shown in Section J of the Schedule.

Cost means the reasonable and customary charges for parts and labor necessary to repair or replace parts covered. These charges shall not exceed suggested retail price for parts and labor allowances as approved by the Administrator and as listed in the applicable flat rate repair manual. Coverage includes fluids when required as part of a repair. Replacement shall be made with genuine new or rebuilt parts, when possible.

Deductible means the amount You must pay for covered repairs per visit. For new Approved Vehicles, the standard Deductible is zero (\$0) and for used Approved Vehicles, the standard Deductible is Fifty Dollars (\$50.00).

Effective Date means the date this Contract begins shown in Section D of the Schedule. For new Approved Vehicles, this date is the original In-Service Date and for used Approved Vehicles, this date is the Contract Purchase Date.

Expiration Date means, for New Terms, the original Full Manufacturer's Warranty starting at the original In-Service Date plus the Contract Term selected in Section G of the Schedule and for Used Terms, the Effective Date plus the Contract Term selected in Section G of the Schedule. This Contract expires at the earlier of either the Expiration Date or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause listed in Section VIII. GENERAL PROVISIONS, item #5 of this Contract, whichever occurs first.

In-Service Date means the date that the Manufacturer's Warranty first went into effect. This could be the date the Approved Vehicle was first registered as a new vehicle or first went into demonstrator service, whichever occurred first. This date will determine if a covered repair applies to the Manufacturer Warranty or this Contract.

Odometer Reading means the actual miles shown on the odometer on the Contract Purchase Date or the actual miles traveled as measured by an operative, unaltered odometer.

Pre-Existing Condition means a condition that already existed on the Approved Vehicle when You purchased Your Contract.

Repair Facility means an authorized dealer or licensed 'repair facility' that provides a written parts and labor guarantee for covered repairs of not less than ninety (90) days. Repairs must be authorized by the Administrator prior to beginning repairs.

Schedule means upon Administrator acceptance, the Vehicle Service Contract Application becomes the Schedule.

Selling Dealer means the authorized dealer from whom You purchased this Contract shown in Section H on the Schedule.

Warranty means any Warranty of the Manufacturer, state required Warranty, dealer Warranty or a Repair Facility guarantee.

We, Us and Our mean: In AK, AR, CO, DE, DC, HI, ID, IN, KS, KY, ME, MD, MA, MI, MN, MO, MT, NV, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, TX, UT, VT VA, and WV: CornerStone United, Inc., 1020 Main Ave. NW, Hickory, North Carolina 28601, 1-866-912-2768. In AL, AZ, CA (License #0H18143), CT, GA, IL, IA, LA, MS, NM, OK, OR, WI and WY: Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 1-866-927-3097.

You and Your mean the purchaser (private individual) shown in Section B on the Schedule, or an eligible person to whom this Contract has been properly transferred.

III. WHAT THIS CONTRACT COVERS

A. Mechanical Breakdown

B. During the Contract Period, subject to the selected Vehicle Type and Contract Term, We will pay a Repair Facility, or at the Our option, reimburse You the Cost to remedy any Mechanical Breakdown of Your Approved Vehicle, except items listed under Section IV. WHAT THIS AGREEMENT DOES NOT COVER, items A-D and 1-30, less Your Deductible. **REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT THE DISCRETION OF THE ADMINISTRATOR.** Rental Reimbursement

In the event of a covered Mechanical Breakdown, We will reimburse You for actual expenses incurred for substitute transportation at a licensed rental agency not to exceed Twenty Dollars (\$20.00) per day for a maximum of six (6) days for any one Breakdown. One day's rental shall be allowed for each eight (8) hours, or portion thereof, of labor hours required and approved by the Administrator. The Administrator may request a copy of Your rental agreement, with Your signature, to process the rental reimbursement.

C. Dealer Pickup

In the event of a covered Mechanical Breakdown, We will reimburse You for reasonable pickup charges, not to exceed Fifty Dollars (\$50.00), which You incur to have Your Approved Vehicle picked up and taken to a Repair Facility. The Administrator may request a copy of Your repair work order, with Your signature, to process the dealer pickup reimbursement.

D. Trailer Package (OPTIONAL): If the optional Trailer Package coverage is purchased and marked accordingly in Section G of the Schedule, the following components of a trailer carrying Approved Vehicle will also be covered:

1. Brake Components: Master cylinder, hydraulic brake actuator and backing plates.
2. Frame Components: Axle(s), brackets, bunks, couplers, fenders, hubs, roller cradles, spring hangers, welds and winch stands.
3. Suspension Components: Springs.

E. Emergency Roadside Assistance (On-Road Motorcycles and Scooters Only): For Emergency Roadside Assistance up to One Hundred Dollars (\$100.00) per occurrence with a limit of five (5) occurrences, call toll-free **1-866-456-8931** for Roadside Assistance. **See Section VII. ROADSIDE ASSISTANCE for COVERAGE AND EXCLUSIONS.**

IV. WHAT THIS CONTRACT DOES NOT COVER
MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR CONTRACT:

- A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS FOR THE APPROVED VEHICLE.
- B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING SPARK PLUGS, BATTERIES, FILTERS, THERMOSTATS, FUSES, WINDSHIELD WIPERS, BRAKE AND CLUTCH LININGS, SURFACING OF CYLINDER HEADS, TIMING BELTS, TUNE-UPS, NON-PERMANENT ATTACHING PARTS, NON-SPECIALIZED BOLTS, CLAMPS, GROMMETS, BELTS, RUBBER OR RUBBER LIKE HOSES AND LINES, SHOP SUPPLIES, FLUID REFILLS, ADDITIVES, FREIGHT AND CORE CHARGES OR REPAIR OR REPLACEMENT OF ANY COMPONENTS NOT SPECIFIED IN THIS CONTRACT. FLUIDS ARE NOT COVERED EXCEPT IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
- C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, LIGHT BULBS, LENSES, TRIM, MOLDINGS, UPHOLSTERY, PAINT, ALIGNMENT OF BODY PARTS AND FLEXIBLE BODY PARTS, STRUCTURAL FRAMEWORK AND STRUCTURAL WELD FAILURES RESULTING FROM ABUSE OR MISUSE OF YOUR APPROVED VEHICLE.
- D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER OR APPROVED DEALER INSTALLED, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, RADIO/SPEAKER EQUIPMENT AND CRUISE CONTROL.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION.
2. FOR ANY COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
3. FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER THE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
4. FOR ENVIRONMENTAL SURCHARGES, WASTE DISPOSAL FEES, SHOP SUPPLIES, NON-SPECIFIC MATERIALS AND SIMILAR CHARGES.
5. FOR A REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
6. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
7. FOR ANY PART, WHERE A MECHANICAL BREAKDOWN HAS NOT OCCURRED, BUT WHERE A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPAIRED OR REPLACED, OR IS AN UPDATE.
8. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART OR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT FACTORY INSTALLED BY THE MANUFACTURER.
9. FOR A MECHANICAL BREAKDOWN OR OVERHEATING RESULTING FROM THE MISUSE, ABUSE, ALTERATIONS, LACK OF OR INADEQUATE COOLANT OR LUBRICANT LEVELS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW OR FAILURE TO PERFORM MAINTENANCE IN ACCORDANCE WITH THE PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS.
10. FOR A MECHANICAL BREAKDOWN RESULTING FROM ROAD HAZARDS, CONTAMINATED OR POOR QUALITY FUEL, IMPROPER FUEL OR FLUIDS, IMPROPER FUEL MIXTURE, OIL ADDITIVES, NEGLIGENCE, IMPROPER MAINTENANCE OR REPAIR.
11. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT, OR THE REPAIR OF ANY COMPONENT / PART COVERED BY THE FEDERAL EMISSION WARRANTY.
12. IF YOUR VEHICLE WAS MODIFIED (E.G. AFTERMARKET PERFORMANCE PARTS OR SYSTEMS, OFF-ROAD EQUIPMENT) INCLUDING TURBOCHARGERS AND SUPERCHARGERS THAT ARE NOT EITHER FACTORY INSTALLED OR FACTORY APPROVED DEALER INSTALLED.
13. IF YOUR VEHICLE IS OR WAS USED FOR ANY FORM OF COMPETITIVE DRIVING OR RACING, OR YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
14. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION OR UPSET, FIRE OR SMOKE, THEFT OR ATTEMPTED THEFT, VANDALISM, RUST OR WEATHER RELATED CORROSION, EXPLOSION, EARTHQUAKE, LIGHTNING, WINDSTORM, HAIL, WATER, FLOOD, FREEZING, VOLCANIC ERUPTION, CONTAMINATION, RIOT OR CIVIL COMMOTION, NUCLEAR INCIDENT OR ACT OF WAR.
15. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS TO PROPERTY OR INJURY OR DEATH OF ANY PERSON SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A MECHANICAL BREAKDOWN OF A COMPONENT COVERED BY THIS CONTRACT.
16. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.
17. IF YOUR VEHICLE IS OPERATED FOR BUSINESS USE (SEE SECTION II. KEY TERMS). BUSINESS USE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
 - a. USE BY GOVERNMENTAL AGENCIES, INCLUDING BUT NOT LIMITED TO, MILITARY, FIRE OR POLICE DEPARTMENTS.
 - b. USE AS A RENTAL VEHICLE, SHUTTLE, OR ANY "FOR HIRE" BUSINESS.
 - c. USE FOR BUSINESS DELIVERY OF EQUIPMENT AND/OR MATERIALS. THIS INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION, CARPENTRY, WELDING, MOBILE REPAIR OR DELIVERY.
 - d. USE AS EMERGENCY VEHICLES.
 - e. USE IN ROUTE WORK, SUCH AS NEWSPAPER OR POSTAL DELIVERY OR ROUTE REPAIR ACTIVITIES.
18. TO CORRECT A COSMETIC IMPERFECTION, INCLUDING FADING PAINT, REGARDLESS OF CAUSE.
19. FOR A MECHANICAL BREAKDOWN CAUSED BY STUCK AND/OR CARBONIZED PISTON RINGS, IMPROPER SPARK PLUG HEAT RANGE OR PISTON SEIZURE NOT CAUSED BY A MANUFACTURING DEFECT OR FOR THE REPAIR OF VALVES AND/OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
20. FOR A MECHANICAL BREAKDOWN RESULTING FROM IMPROPER STORAGE OF YOUR APPROVED VEHICLE AS SPECIFIED BY YOUR OWNER'S MANUAL.
21. IF THE APPROVED VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION VEHICLE.
22. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR APPROVED VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.
23. IF YOUR VEHICLE IS USED TO PLOW SNOW COMMERCIALY, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE APPROVED VEHICLE OR NOT.
24. FOR THE SNOW PLOW BLADE, ATTACHMENT HARDWARE AND MECHANISMS.

25. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
26. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE APPROVED VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
27. FOR DAMAGE CAUSED TO THE ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION) OR FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEAKS AND WIND NOISE.
28. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE CONTRACT PURCHASE DATE.
29. ANY DAMAGE TO ANY VEHICLE USED TO TOW OR CARRY THE APPROVED VEHICLE.
30. ANY DAMAGE TO ANY TRAILER USED TO CARRY THE APPROVED VEHICLE UNLESS THE TRAILER PACKAGE OPTION IS PURCHASED AND MARKED IN SECTION "G" OF THE SCHEDULE. IF TRAILER PACKAGE OPTION IS PURCHASED AND MARKED IN SECTION "G" OF THE SCHEDULE, COVERAGE WILL BE EXTENDED ONLY TO THE SPECIFIC COMPONENTS LISTED IN THE "WHAT THIS CONTRACT COVERS" SECTION OF THIS CONTRACT.

EMERGENCY ROADSIDE ASSISTANCE NON-COVERED ITEMS, INCLUDING, BUT NOT LIMITED TO:

1. COST OF PARTS, REPLACEMENT KEYS, FLUIDS, LUBRICANTS OR COST OF GASOLINE, COST OF INSTALLATION OF PRODUCTS, MATERIAL, AND ADDITIONAL LABOR RELATING TO TOWING. ANY SERVICE COVERED UNDER VALID MANUFACTURER'S WARRANTY.
2. NON-EMERGENCY MOUNTING OR REMOVING OF ANY TIRES, SNOW TIRES, OR CHAINS, TIRE REPAIR, ANY AND ALL TAXES OR FINES, DAMAGE OR DISABLEMENT DUE TO COLLISION, FIRE, OR VANDALISM.
3. TOWING FROM OR REPAIR WORK PERFORMED AT A SERVICE STATION, GARAGE OR REPAIR SHOP, SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED, NON-EMERGENCY TOWING OR OTHER NON-EMERGENCY SERVICE, IMPOUND TOWING OR TOWING BY OTHER THAN AN AUTHORIZED SERVICE PROVIDER, EXCEPT AS NOTED BELOW; VEHICLE STORAGE CHARGES; A SECOND TOW. TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED, SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS, AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION, TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING, OR OTHER VIOLATIONS OF LAW.
4. COVERAGE SHALL NOT BE PROVIDED IN THE EVENT OF EMERGENCIES RESULTING FROM THE USE OF INTOXICANTS OR NARCOTICS, OR THE USE OF THE COVERED VEHICLE(S) IN THE COMMISSION OF A FELONY.
5. REPEATED SERVICE CALLS FOR A COVERED VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR. ONLY ONE DISABLEMENT FOR THE SAME CAUSE DURING ANY SEVEN-DAY PERIOD WILL BE ACCEPTED. REIMBURSEMENT FOR SERVICES SECURED THROUGH ANY OTHER SOURCE.

ALL ROADSIDE ASSISTANCE SERVICES ARE PROVIDED BY ROAD AMERICA MOTOR CLUB, ADMINISTRATIVE OFFICES LOCATED AT 7300 CORPORATE CENTER DRIVE, SUITE 601, MIAMI, FL 33126.

IF YOU MODIFY YOUR APPROVED VEHICLE IN A MANNER THAT RENDERS IT INELIGIBLE FOR THE COVERAGES PROVIDED BY THIS CONTRACT, WE WILL THEN HAVE THE RIGHT TO CANCEL THIS CONTRACT. IF WE CANCEL THE CONTRACT, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE THAT THE MODIFICATION IS DISCOVERED BY THE ADMINISTRATOR, CALCULATED UNDER THE TERMS HEREIN, AND NO CLAIMS WILL BE PAYABLE.

V. MAINTENANCE REQUIREMENTS

In order to keep Your Contract, in force during its term, You must maintain the Approved Vehicle in accordance with published scheduled maintenance requirements. If Your failure to follow the published scheduled maintenance requirements causes a Mechanical Breakdown, You may be denied coverage. Before any repair is authorized, We may require You to furnish the Administrator with proof that You have properly maintained the Approved Vehicle as required. You are responsible for retaining the receipts identifying the Approved Vehicle, showing dates, mileage, services performed, year make, model and vehicle identification number and providing them to the Administrator in the event of a claim. Failure to show proof of servicing may result in the denial of coverage. MAINTENANCE COSTS ARE YOUR RESPONSIBILITY.

VI. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Approved Vehicle. You are required to safely stop the Approved Vehicle and shut down the engine immediately when either of these lights/gauges indicates a problem. Take all reasonable precautions to protect the Approved Vehicle from further damage in order to prevent additional Costs or repairs. Your failure to do so will cause the additional Cost to be paid by You and/or it may result in the complete denial of the claim.

1. Return the Approved Vehicle to any authorized dealer or state licensed Repair Facility in the continental United States, Alaska, Hawaii or Canada during normal service department hours. If the Mechanical Breakdown is not covered by this Contract, the costs incurred for disassembly and/or diagnostic work are Your responsibility and expense;
2. Provide the Repair Facility with a copy of Your Contract or validation card;
3. The service manager must obtain Your authorization to inspect and/or tear down Your Approved Vehicle in order to determine the cause of failure and Cost of the repair;
4. **You or the Repair Facility must call the Administrator at 1-866-912-2768 to verify coverage and obtain a Claim Authorization Number for claims.** If a Mechanical Breakdown occurs when the Administrator's office is closed, You may follow these claims procedures without prior authorization. However, You or the Repair Facility **MUST** call the Administrator during the next business day (365 days in Wisconsin; as soon as reasonably possible in Utah). Failure to call in and report the claim on the next business day may result in non-payment. Unapproved mail-in claims may be denied;
5. Provide complete cooperation in the investigation of any Mechanical Breakdown;
6. Provide proof of maintenance upon request;
7. Permit inspection of the Approved Vehicle by the Administrator **BEFORE** repairs are performed, if requested;
8. When You pick up Your Approved Vehicle, review the repair order with the service manager;
9. Pay the Deductible and any other non-covered expenses, if applicable;
10. Payment for covered Mechanical Breakdowns will be made either to You or the Repair Facility in accordance with the Contract provisions within thirty (30) days after receipt of the repair order;
11. You or the Repair Facility must provide the Administrator with the repair order within forty-five (45) days of the completion of the authorized repairs. Failure to submit the repair order within forty-five (45) days, may result in complete denial and non-payment of the claim.

VII. ROADSIDE ASSISTANCE

1. The 24-Hour Roadside assistance services are available to you up to One Hundred Dollars (\$100.00) per occurrence with a limit of five (5) occurrences for covered emergencies as defined in this document. You are responsible for any non-covered expenses.

2. Your 24-Hour Roadside assistance service begins on the date shown on your service agreement and will continue for the period of time you have selected and paid for, unless cancelled.
3. All 24-Hour Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, 6th Floor, Miami, FL 33126. For Mississippi customers, services are provided by Brickell Financial Services Motor Club, Inc. California customers, services are provided by Road America Motor Club, Inc.
4. In the event that service is not obtainable through Road America, you will receive a refund of payments made according to the coverage limits outlined in these terms and conditions. You must first contact Road America for authorization to obtain services independently of the program. You have the right to file a complaint by submitting a written complaint to our Customer Care Department at the address listed on your identification card, or contacting a representative by calling 1-800-262-7262.

All of the services provided are described herein and are applicable throughout the United States and Canada. However, we do wish to inform you that this is a 24-hour Roadside Assistance service and does not replace your motorcycle insurance policy:

1. **This is not an insurance contract.**
2. **This is not a Motorcycle Physical Damage or Motorcycle Liability insurance contract.**

Emergency Roadside Assistance is available throughout the United States and Canada 24 hours a day, every day of the year. You will only have to pay for any non-covered costs in excess of the \$100.00 per occurrence limit plus any non-covered expenses with a limit of five (5) occurrences.

Definition of Vehicles covered under this program; Coverage is extended for each on-road motorcycle and scooter registered in this agreement. Just call the **866-456-8931** and a service vehicle will be dispatched to your assistance. **Important:** Please be with your vehicle when the service provider arrives, as they cannot service an unattended vehicle. Service provided must be a covered benefit under the terms and conditions described.

Coverage is extended to the Registered Vehicle only listed above. Benefits may be additionally conveyed through the Registered Vehicle to your personal transporting vehicle or the trailer to which the Registered Vehicle is securely anchored. "Registered Vehicle" is defined as the vehicle registered within this agreement, (Vehicle Identification Number, Serial Number, year, and model). The Registered Vehicle must be owned by the customer identified in the service agreement.

The following are covered emergencies, subject to the One Hundred Dollar (\$100.00) per occurrence limitation with a limit of five (5) occurrences.

1. *Towing Assistance* – When towing is necessary, the Covered motorcycle will be towed the nearest qualified service facility
2. *Flat Tire Assistance* – Towing assistance will be provided if needed for the motorcycle with a flat tire.
3. *Fuel, Oil, Fluid or Water Delivery Service* – If a roadside emergency occurs where the Registered Vehicle or that requires an emergency supply of fuel, oil, fluid or water, arrangements will be made for delivery of the appropriate fluids to the customer.
4. *Lock-Out Assistance* - Should a key be accidentally broken off in the ignition, or lost for the Registered Vehicle roadside assistance will provide assistance through a locksmith to removal of the broken key and/or making a replacement key. Proper indemnification will be required. You will be responsible for the cost of the key and labor to make the replacement key, if applicable.
5. *Battery Service* – If a battery failure occurs for the motorcycle, towing assistance will be provided if needed.

The following items are not included as part of the emergency roadside assistance benefit: Cost of parts, replacement keys, fluids, lubricants, or cost of fuel, material, additional labor relating to towing, or the cost of installation of products, non-emergency mounting or removing of any tires, tire repair, vehicles over 1 ½ tons, any motorcycles or other vehicles used in racing or for commercial purposes including but not limited to taxicabs, limousines, and delivery vehicles, any and all taxes or fines, damage or disablement due to fire, flood or vandalism, towing from, service or repair work performed at a service station, garage or repair shop, service on a motorcycle or other vehicle that is not in a safe condition to be towed, non-emergency towing or other non-emergency service, impound towing or towing by other than an authorized service provider; vehicle storage charges; a second tow for the same disablement, towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc, towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the motorcycle or other vehicle in the commission of a felony. Only one disablement for the same service type during any seven day period will be accepted. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Service secured through any source other than Road America Motor Club - THIS IS NOT A REIMBURSEMENT SERVICE.

Service Provider Network

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

VIII. GENERAL PROVISIONS

1. **Contract Period:** The term of this Contract varies based upon the time which was selected as shown in Section G of the Schedule. The term begins on the Effective Date shown in Section D of the Schedule. The term expires when the Expiration Date or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause listed in Section VIII. GENERAL PROVISIONS, item #5, whichever occurs first.
2. **When and Where You Are Covered:** You are covered when this Contract is issued or transferred to You. This Contract applies only to Mechanical Breakdowns occurring within the continental United States of America, Alaska, Hawaii or Canada.
3. **If You Have Other Coverage:** If the Manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost. If You have any other Rental Reimbursement or Pickup Reimbursement coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Contract.
4. **Your Help And Cooperation:** Your help and cooperation is required if We ask You to help Us enforce Your rights against any Repair Facility who may be responsible to You for the Cost of repairs covered by this Contract.
5. **Limit of Liability:** Our total limit of liability and the total of all benefits paid or payable during the combined term of this Contract shall in no event exceed the actual retail price that You paid for the purchase of Your Approved Vehicle. The total limit of liability and the total of all benefits paid or payable for each single failure occurrence during the combined term of this Contract shall in no event exceed the retail value of Your Approved Vehicle at the time of the Mechanical Breakdown, as listed in the most current NADA appraisal guide or like guide as determined by the Administrator. This Contract is limited to repair or replacement of the covered failed part only to restore the failed part to the same or like condition prior to Mechanical Breakdown; consequential damages to non-covered parts are not covered. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded. However, this exclusion may not apply in some states that disallow the exclusion of consequential or incidental damage.
6. **Repairer's Guaranty or Other Service Contract:** Any repair facility repairing Your Approved Vehicle for a Mechanical Breakdown covered by this Contract is fully responsible for that repair for ninety (90) days from the date of the repair. This Contract has no liability for similar repairs to the same component during this ninety (90) day period. If more than one mechanical breakdown contract or insurance policy can be applied to a Mechanical Breakdown covered by this Contract, then this Contract shall be excess over all other contracts or policies, regardless of collectability.

7. **Subrogation** If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.
8. **Dispute Resolution – Arbitration:** This Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Contract (including the cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of the majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start Arbitration, either You or We must make a written demand to the other party for Arbitration. This demand must be made within one (1) year of the earlier date the Mechanical Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the Arbitration will take place in the county and state where You live. The Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any Arbitration under this Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.

9. **How This Contract May Be Transferred:** Your rights and duties under this Contract may only be transferred once during its term to a subsequent individual retail purchaser directly by You provided:
- The transfer request is received within thirty (30) days of the date of sale of the Approved Vehicle or the Contract becomes void.
 - Required maintenance and servicing has been performed and available records are provided to the Transferee.
 - You or Your Selling Dealer submit a completed Transfer Request Form, the transfer fee of Twenty Five (\$25.00), available maintenance records, a copy of the bill of sale, a copy of federal odometer statement (if applicable and if mileage is not stated on the bill of sale) and (if required) a copy of the factory Warranty transfer application to the Administrator.
10. **How This Contract May Be Canceled – Including Refund and Charges:** You may cancel this Contract by written notice to the Administrator requesting cancellation while the Contract is in force. The information required to process a cancellation includes: Contract Application Number, date of cancellation, reason for cancellation and contract holder's signature.

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a 100% refund of the Contract Price will be made. After thirty (30) days or if You have incurred a claim, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period, less an administrative fee of Twenty Five dollars (\$25.00). Any refund will be forwarded to the Selling Dealer.

We or the Administrator may cancel this Contract for any reason within ninety (90) days of the Contract Purchase Date. After ninety (90) days, We or the Administrator may cancel this Contract:

- If there has been a material misrepresentation or fraud on the Contract Purchase Date or when filing a claim under this Contract;
- If You have failed to maintain Your Approved Vehicle;
- If You do not pay the Contract Price; or
- If You use Your Approved Vehicle in any manner not covered by this Contract.

If We or the Administrator cancel this Contract, We will mail You written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period. Any refund will be forwarded to the Selling Dealer.

If the Contract Price paid for this Contract was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder shown in Section F of the Schedule, so long as there is a balance owing. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to You.

11. **Insurance:** Our obligations under this Contract are guaranteed and insured under an Insurance Policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt or Your claim is not paid within sixty (60) days after proof of loss has been filed (thirty (30) days in Arizona), You may file a direct claim with Wesco Insurance Company. To do so, please call the following toll-free number for instructions: 1-866-505-4048.
12. **Entire Contract:** This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract. All funds expressed are in U.S. Dollars.

IX. STATE AMENDMENTS

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS:

(1) **Alabama**

Northcoast Warranty Services, Inc. is the Provider under this service Contract.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. This provision only applies to the original Contract holder.

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

(3) **Arizona**

SCHEDULE, Section J – is amended to include: In the event a Mechanical Breakdown occurs when the Administrators' office is closed, You may follow the claim procedures in the Contract without prior authorization and reimbursement will be made to You or the Repair Facility in accordance with Contract provisions. Refer to Contract Section VI. "YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM" for Emergency Repair Instructions. The sentence "I understand that pre-existing conditions are excluded from coverage." is deleted in its entirety.

WHAT THIS CONTRACT DOES NOT COVER – is amended to include: Exclusion #1 is revised to read, "WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION TITLED " YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM")."

Exclusion #13 is revised to read, "IF YOUR VEHICLE IS OR WAS USED FOR ANY FORM OF COMPETITIVE DRIVING OR RACING WHILE THE VEHICLE IS OWNED BY YOU."

Exclusions #8, 9, 10, 12, 17, 22, 23 and 27 are amended to include: "WHILE THE VEHICLE IS OWNED BY YOU." Exclusions #21 and #28 are deleted in their entirety.

ARBITRATION - is amended to include: The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th St., 2nd Floor, Phoenix, AZ 85018-7256, ATTN: Consumer Affairs.

CANCELLATION - is amended to include: We may cancel this Contract at any time for the following reasons:

- If there has been a material misrepresentation or fraud by You on the Contract Purchase Date or when filing a claim under this Contract;
- If You have failed to maintain Your Approved Vehicle; or

- If You do not pay the Contract Price.

(4) **Arkansas**

INSURANCE – is amended to include: A claim against the Provider may also include a claim for return of the unearned Provider fee.

(5) **California**

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

MECHANICAL BREAKDOWN means the failure of a covered part under normal service due to defects in material or workmanship, providing it has received all maintenance in accordance with the manufacturer published scheduled maintenance requirements.

SECTION VIII, ITEM 5, GENERAL PROVISIONS - is amended to include the following: The established value of the Vehicle does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value.

SECTION VIII, ITEM 11, GENERAL PROVISIONS - is deleted in its entirety and replaced with the following: OUR obligations under this CONTRACT are insured under an insurance policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, a California approved Insurance Company. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, YOU may file a claim directly with the Insurance Company at 866-505-4048. If YOU are not satisfied with the Insurance Company's response, YOU may contact the California Department of Insurance at 800-927-4357.

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

(6) **Colorado**

INSURANCE - is deleted in its entirety and replaced by the following: Our obligations under this Contract are insured under an Insurance Policy #WIC-CSU-VSC-070109 issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, New York 10038. In the event We cease to operate, are bankrupt or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Wesco Insurance Company.. To do so, please call the following toll-free number for instructions: 1-866-505-4048.

(7) **Connecticut**

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

DISPUTE RESOLUTION - ARBITRATION - is amended to include: The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended Warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the Cost of repair of the product and a copy of this Contract.

Connecticut Public Act, 87-393, Laws 1987, requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with a sale price of \$3,000 but less than \$5,000: Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used vehicles with a sale price of \$5,000 or more: Provides coverage for 60 days or 3,000 miles, whichever occurs first.

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

(8) **Georgia**

SCHEDULE, Section J – is amended to include: The sentence "I understand that pre-existing conditions are excluded from coverage." is deleted in its entirety.

WHAT THIS CONTRACT COVERS – Item D(2) is amended by deleting the following component from coverage: "fenders".

WHAT THIS CONTRACT DOES NOT COVER – is amended to include: Exclusion #9 is amended by deleting the following: "sludge". Exclusion #12 is amended to include: **ONLY MODIFICATIONS MADE TO YOUR VEHICLE WHILE OWNED BY YOU ARE EXCLUDED.** Exclusion #28 is deleted and replaced with the following: **ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY MECHANICAL BREAKDOWN WHICH OCCURRED PRIOR TO THE CONTRACT PURCHASE DATE.** Exclusion #30 is deleted in its entirety and replaced with the following: **ANY MECHANICAL BREAKDOWN TO ANY TRAILER USED TO CARRY THE APPROVED VEHICLE UNLESS THE TRAILER PACKAGE OPTION IS PURCHASED AND MARKED IN SECTION "G" OF THE SCHEDULE.**

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM – is amended to include. Item #3 is deleted in its entirety.

DISPUTE RESOLUTION - ARBITRATION - is deleted in its entirety.

CANCELLATION - is deleted in its entirety and replaced by the following: You may cancel this Contract by written notice to the Administrator requesting cancellation while the Contract is in force. The information required to process a cancellation includes: Contract Application Number, date of cancellation, reason for cancellation and contract holder's signature. If You cancel this Contract, You will receive a pro-rata refund of the Contract Price., less an administrative fee not to exceed 10% of the pro-rata refund amount or twenty-five dollars (\$25), whichever is less. Any refund will be forwarded to the Selling Dealer.

We or the Administrator may only cancel this Service Contract:

- In the event of fraud by You;
- In the event of material misrepresentation by You; or
- If You do not pay the Contract Price.

If We or the Administrator cancel this Contract, We will mail You written notice At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If We cancel this Service Contract, You will receive 100% of the unearned pro-rata Contract Price. Any refund will be forwarded to the Selling Dealer.

If the Contract Price paid for this Contract was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder shown in Section F of the Schedule, so long as there is a balance owing. The lienholder shown in Section F of the Schedule may only cancel this Contract if they hold a power of attorney. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to You.

Should We fail to refund the unearned consideration, You have the right to receive the refund directly from Wesco Insurance Company.

(9) **Hawaii**

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. This provision only applies to the original Contract holder.

Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: Used vehicles with less than 25,000 miles at the time of sale Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have

been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

(10) **Idaho**

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

(11) **Illinois**

CANCELLATION - is amended to include: The Twenty Five Dollar (\$25.00) administrative fee is deleted and replaced with an administrative fee of Twenty Five Dollars (\$25.00) or 10%, whichever is less.

(12) **Indiana**

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You. **SECTION IV (28)** - is deleted in its entirety and replaced with the following: **ANY PRE-EXISTING CONDITION KNOWN TO YOU OR FOR ANY MECHANICAL BREAKDOWN WHICH OCCURRED PRIOR TO THE CONTRACT PURCHASE DATE.**

DISPUTE RESOLUTION – ARBITRATION – is amended to include: Arbitration is not mandatory and is non-binding in the State of Indiana. The laws of the state of Indiana (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.

(13) **Iowa**

WHAT THIS CONTRACT COVERS – is amended to include:

Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Contract to Us. This provision only applies to the original Contract holder. All refunds will be paid by the Selling Dealer to the Lienholder if any, otherwise to You. If You cancel this Contract, We must mail written notice of cancellation to You within fifteen (15) days of cancellation.

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

(14) **Louisiana**

VIII. GENERAL PROVISIONS, Item 10 – is amended as follows: (10) If You cancel this Contract within thirty (30) days of the Contract Purchase Date, a 100% refund of the Contract Price, less an administrative fee of Twenty Five dollars (\$25.00) will be made. After thirty (30) days a pro-rata refund of the unused time will be made. The prorated refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period, less an administrative fee of Twenty Five dollars (\$25.00). Any refund will be forwarded to the Selling Dealer.

(15) **Maine**

CANCELLATION - is amended to include: The Twenty-Five Dollar (\$25.00) service fee is deleted and replaced with an administrative fee of Twenty-Five Dollars (\$25.00) or 10% of the Contract purchase price, whichever is less. If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

(16) **Maryland**

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. This provision only applies to the original Contract holder. If Your Vehicle is being repaired for a Breakdown covered by this Contract, and the Contract expires during the repair, the Contract term is extended until the repair is completed.

(17) **Massachusetts**

The following wording is added: **NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING 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. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

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

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

Provides coverage for 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 dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

(18) **Minnesota**

SCHEDULE, Section J – is amended to include: The sentence "I understand that pre-existing conditions are excluded from coverage." is deleted in its entirety.

RENTAL REIMBURSEMENT – is amended to include: The sentence "We may request a copy..." is revised to read, "We will request a copy of Your rental agreement, with Your signature, to process the Rental reimbursement."

DEALER PICKUP – is amended to include: The sentence "We may request a copy..." is revised to read, "We will request a copy of Your repair work, with Your signature, to process the Pickup reimbursement."

WHAT THIS CONTRACT DOES NOT COVER – is amended to include: Exclusion #2 is revised to read, "FOR COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE."

Exclusion #8 is amended by deleting the following: "FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART"

Exclusion #9 is amended by deleting the following: "LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW"

Exclusion #13 is amended by deleting the following: "YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE"

Exclusion #14 is amended by deleting the following: "RUST OR WEATHER RELATED CORROSION"

Exclusion #3 and #28 are deleted in their entirety.

MAINTENANCE REQUIREMENTS – is amended to include: If Your Approved Vehicle was not equipped with an Owners Manual when you purchased Your Approved Vehicle, upon your request, We will provide You with an Owners Manual which lists the Manufacturer's Maintenance Schedule. The sentence "If Your failure to follow..." is revised to read "If Your failure to follow the published scheduled maintenance requirements causes a Mechanical Breakdown, You will be denied coverage." The sentence "Before any repair is authorized..." is revised to read, "Before any repair is authorized, We will require You to prove that You have properly maintained the Approved Vehicle as required." The sentence "Failure to show proof..." is revised to read "Failure to show proof of servicing will result in the denial of coverage."

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM – is amended to include: The sentence "Your failure to do so..." is revised to read, "Your failure to do so will cause the additional Cost to be paid by You and it will result in the complete denial of the claim." The sentence "Failure to call in and report..." is revised to read, "Failure to call in and report the claim on the next business day will result in non-payment. Unapproved mail-in claims will be denied" The sentence "Failure to submit the repair order..." is revised to read, "Failure to submit the repair order within forty-five (45) days will result in complete denial and non-payment of the claim."

GENERAL PROVISIONS – is amended to include: **EXPRESS WARRANTY:** Minnesota statute 325F.662 requires that every used motor vehicle sold by a dealer is covered by an express Warranty which the dealer shall provide to the customer. At a minimum, the express Warranty applies to the following terms: (1) if the used motor vehicle has less than 36,000 miles, the Warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first; (2) if the used motor vehicle has 36,000 miles or more, but less than

75,000 miles, the Warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first. Parts listed under the section titled, What Is Covered, may be covered by the express Warranty and are covered by this Contract only after expiration of the express Warranty.

DISPUTE RESOLUTION - ARBITRATION - is amended to include: The sentence "The laws of the state of Illinois" is revised to read: The laws of the state of Minnesota (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Service Contract and all transactions contemplated by this Service Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Service Contract.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. This provision only applies to the original Contract holder.

(19) **Mississippi**

ARBITRATION - is deleted in its entirety.

(20) **Missouri**

KEY TERMS - We, Us and Our definition is amended to include: "Provider"

INSURANCE - is amended to include: A claim against the Provider may also include a claim for return of the unearned Provider fee.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Contract to Us. This provision only applies to the original Contract holder. The cancellation by You will become effective as of the date the written notice of cancellation is received by the Administrator. If this Contract is canceled, We shall mail written notice of cancellation to You within forty-five (45) days of cancellation.

(21) **Nevada**

CONTRACT PERIOD - is amended to include: This Contract is not renewable.

GENERAL PROVISIONS, Item 9(a) - is deleted and replaced with the following: 9(a) The transfer request is received within thirty (30) days after the date of sale of the Approved Vehicle or the Contract transfer will not be successful.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a penalty of (10%) of the Contract charge per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. This provision only applies to the original Contract holder.

If We cancel this Contract, 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. Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days. We may only cancel this Contract after seventy (70) days for the following reasons:

- If You do not pay the Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Contract;
- If there has been a material misrepresentation or fraud by You at the time of sale of this Contract or when filing a claim under this Contract; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Contract, after the Contract Purchase Date, that substantially and materially increases the risk covered under this Contract.
- If You modify Your Vehicle. We may only cancel this Contract as a result of such a modification if the modification either (i) occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract or (ii) constitutes 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.

WHAT THIS CONTRACT DOES NOT COVER, Item 12 - is deleted and replaced with the following: This Contract will not cover any modifications to Your Vehicle that are not factory installed or factory approved dealer installed or any damage arising from such modifications. If Your Vehicle is modified in such an unapproved manner, We will provide any applicable coverage that is not related to the excluded modifications or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

ARBITRATION - Pursuant to Nevada law, the arbitration provision is not mandatory.

(22) **New Hampshire**

In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

Cancellation and Transfer Fees do not apply.

ARBITRATION - is deleted in its entirety.

(23) **New Mexico**

CONTRACT PERIOD - is amended to include: This Contract is not renewable.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Contract to Us. This provision only applies to the original Contract holder. Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days. We may only cancel this Contract after seventy (70) days for the following reasons:

- If You do not pay the Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Contract;
- If there has been a material misrepresentation or fraud at the time of sale of this Contract or when filing a claim under this Contract; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Contract, after the Contract Purchase Date, that substantially and materially increases the risk covered under this Contract.

(24) **New York**

Section 196b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale

Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but no more than 100,000 miles at the time of sale

Provides coverage for 30 days or 1,000 miles, whichever occurs first.

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

CANCELLATION - is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Contract to Us. This provision only applies to the original Contract holder.

(25) **North Carolina**

CANCELLATION - is amended to include: The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the pro-rated refund amount, whichever is less. We or the Administrator may only cancel this Contract at any time for any of the reasons listed below:

- A direct violation of the Contract by You; or
- If You do not pay the Contract Price.

(26) **Oklahoma**

The following wording is added: This Contract is not issued by the manufacturer or a wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty contracts. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract.

CANCELLATION - is amended to include: If You cancel this Contract, You will receive 90% of the unearned pro-rata premium. If We cancel this Contract, the pro-rata refund will be 100% of the unearned pro-rata premium.

IV. WHAT THIS CONTRACT DOES NOT COVER, Item 3 – is deleted in its entirety and replaced with the following:

3. **FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER THE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR THE MANUFACTURERS WARRANTY HAS BECOME VOIDABLE.**

VIII. GENERAL PROVISIONS, Item 9(a) – is deleted in its entirety and replaced with the following:

9(a) The transfer request is received within thirty (30) days of the date of sale of the Approved Vehicle or the Contract becomes voidable.

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

(27) Oregon

DISPUTE RESOLUTION – ARBITRATION – is deleted in its entirety and replaced as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by Your consent. Arbitration will take place under the laws of the State of Oregon and will be held in the Your county of residence or any other county in this state agreed to by both parties.

(28) South Carolina

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. If You have questions, concerns or complaints regarding Your Contract, You may address them to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

(29) Texas

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, this Contract shall be void and a 100% refund of the Contract Price will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Contract that is not paid within forty-five (45) days of return of this Contract to Us. If Your cancellation refund is not paid within forty-five (45) days after the Contract has been returned to Us, You may request a refund from Wesco Insurance Company, 59 Maiden Lane, New York, New York 10038.

(30) Utah

Full payment will be received for the Contract Retail Cost listed on the Contract Application Page.

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

This Contract is subject to limitation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM – Utah residents are not limited to filing claims within forty-five (45) days for reimbursement consideration.

ARBITRATION - is deleted in its entirety and replaced by the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule of The American Arbitration Association or other recognized arbitrator, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

CANCELLATION - is amended to include: We or the Administrator may cancel this Contract for any reason within sixty (60) days of the Contract Purchase Date. After sixty (60) days, We may only cancel this Contract at any time for any of the reasons listed below:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

If this Contract is financed and Your Approved Vehicle is a total loss or is repossessed, You authorize Your Lienholder shown in Section F of the Schedule to receive the refund.

(31) Wisconsin

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

You may cancel this contract at any time. We may only cancel this contract for material misrepresentation by you, nonpayment by you or a substantial breach of duties by you relating to the covered property or its use. If We cancel this contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation.

If this Contract is canceled within thirty (30) days of the Contract Purchase Date and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Contract shall be void. The right to void the Contract applies only to the original purchaser of the Contract. If the refund is not paid or credited within forty-five (45) days after return of the Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

For Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

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 claims paid. Unauthorized repairs may not be covered.

VIII. GENERAL PROVISIONS, 11. INSURANCE section is deleted and replaced as follows: Our obligations under this Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to repair the covered Vehicle under this Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Contract and We fail to refund the unearned portion of the Contract Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Contract.

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

SUBROGATION – is amended to include the following: **WE** shall recovery only the excess after **YOU** are fully compensated for **YOUR** loss.

(32) Wyoming

DISPUTE RESOLUTION - ARBITRATION is deleted and replaced with the following: At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.

CANCELLATION - is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us. The provider of the Service Contract shall mail a written notice to the Service Contract Holder at the last known address of the Service Contract Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Contract Holder to the provider or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use.