

VEHICLE SERVICE CONTRACT

THIS CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE IS ATTACHED.

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER - Please see the box labeled **CONTRACT NUMBER** on the **Registration Page**. This is **Your** CUSTOMER SUPPORT NUMBER (888) 668-4360. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim. **PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE. THIS CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY.** This **Vehicle Service Contract**, **Vehicle Inspection Form**, **ECM Data Printout** along with the **Registration Page** make up **Your** entire **Contract**. No other documents, unless provided directly to **You** from the **Administrator**, are legal and binding. This **Vehicle Service Contract** does not cover all **Breakdowns** and excludes some conditions and **Vehicles**. Please read the **SCHEDULE OF COVERAGES, TERMS AND CONDITIONS**, and **EXCLUSIONS** sections of this **Contract** so **You** fully understand what **Coverage** is provided to **You** for **Your Vehicle**. If **You** have any questions regarding this **Contract**, please contact the **Administrator** toll-free at (888) 668-4360; 3109 Lithia Pinecrest Rd, Valrico, FL 33596. This **Vehicle Service Contract** contains Limits of Liability. Please read the **LIMITS OF LIABILITY** section under **TERMS AND CONDITIONS** to determine what those are. **This is a Service Contract not an insurance policy.**

THINGS TO DO NOW

The **Registration Page**, **Vehicle Inspection Form** and **ECM Data Printout** must be attached to the front of this **Contract** to complete and validate this **Contract**. **CHECK YOUR CONTRACT COVERAGE** - Not every part of **Your Vehicle** is covered by this **Contract**. **Coverage** is identified by the **Contract Coverage** as shown on the **Registration Page** of this **Contract**. Please compare the **Coverage** on the **Registration Page** with the Corresponding **Coverage** as listed under the **SCHEDULE OF COVERAGES**. If this box was left blank, or the **Coverage** is inaccurate, contact **Your** Selling Dealer immediately. **Your Deductible** is \$250.00 per occurrence. Claims for Turbos, Water Pump, Fuel Injectors, Fuel Pump and ECM's received within the first (90) days of **Contract** date will have a \$500.00 per occurrence **Deductible**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain **Your Vehicle** and **KEEP THE RECEIPTS** - This **Contract** is only valid if **Your Vehicle** has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.), as proof of maintenance may be required when **You** file a claim. SEE **TERMS AND CONDITIONS** SECTION FOR SPECIFIC MAINTENANCE REQUIREMENTS. OBTAIN APPROVAL PRIOR TO HAVING WORK PERFORMED THAT MAY BE COVERED BY THIS **CONTRACT**. If **You** believe the failure may be covered by this **Contract**, call the **Administrator** personally, or instruct the repair facility performing the work to call and register the claim BEFORE THE WORK IS PERFORMED. SEE THE **WHAT TO DO IF REPAIRS ARE NEEDED** SECTION.

DEFINITIONS

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

You, Your - means the Purchaser identified on the **Registration Page** attached to this **Contract**.

We, Us, Our - means the Service **Contract** provider obligated to provide service under this **Contract** as shown on the **Registration Page**.

Administrator - means the **Administrator** as shown on the **Registration Page**.

Contract - means this **Vehicle Service Contract** which **You** have purchased from **Us** to protect **Your Vehicle**.

Registration Page - means Page 1 of this **Contract** that identifies information about **You**, the Selling Dealer, the **Contract** Term and the covered **Vehicle**.

Coverage - means the Plan Type and Optional **Coverages** provided to **You** for the covered **Vehicle** as shown on the **Registration Page** and as described in the **SCHEDULE OF COVERAGES** section of this **Contract**.

Vehicle - means the **Vehicle** described on the **Registration Page**.

Deductible - means the amount that **You** must pay for covered repairs. **Your Deductible** is \$250.00 per occurrence. Claims for Turbos, Water Pump, Fuel Injectors, Fuel Pump and ECM's received within the first (90) days of **Contract** date will have a \$500.00 per occurrence **Deductible**. Once a part is repaired or replaced under the terms of this **Contract**, there will be no **Deductible** for future repairs to that same part.

Vehicle Inspection Form - means the form that provides the results of the Inspection that occurred on **Your Vehicle** prior to the issuance of this **Contract**. Please note the components listed on the inspection form must indicate a Pass in order to obtain coverage for that component under this **Contract**.

Breakdown or Mechanical Failure - means the failure of a covered part under normal service. A covered part has failed when it can no longer perform its function as it was originally designed to work in normal service with required maintenance due to material failure, wear and tear or defects in material or workmanship and outside the manufacturer's tolerance.

OEM or OEM Warranty means the Original Equipment Manufacturers warranty coverage

SCHEDULE OF COVERAGES

In the event of a **Breakdown**, **We** agree to pay or reimburse for the parts and labor costs to repair or replace covered parts listed below (including replacement of all lost fluids) for the Plan Type Selected on the **Registration Page**, less applicable **Deductible**, subject to the terms, conditions and limitations herein. Replacement of any covered part may be made with new, remanufactured, rebuilt or like kind and quality parts at the discretion of the **Administrator**. Parts will be reimbursed up to the manufacturer's suggested list price. Labor time will be reimbursed using nationally recognized labor time standards. A maximum labor rate of \$125.00 per hour or the Repair Facilities posted shop rate, whichever is less will be authorized for covered repairs. **You** are responsible for any additional labor charges. Repair facilities are not required to discount their published labor rates. This **Contract** is limited to the components listed under the **Coverage** selected on the **Registration Page**.

ENGINE ONLY COVERAGE

ENGINE: All internal lubricated parts within the engine including camshaft, cam followers, camshaft bearings, connecting rods, connecting rod bearings, crankshaft, crankshaft bearings, exhaust valves, fuel transfer pump, intake valves, lifters, main bearings, oil cooler and housing; oil pan; oil pump, pump gears, pump housing, pump pickup screen, pump pickup tube, pump pressure relief springs and valves; pistons, piston rings, pushrods, rocker arms, rocker arm shafts, timing case cover, timing chain, timing gears, valve guides, valve retainers, valve springs, valve stem seals, wrist pins; required seals, gaskets and fluids needed to complete a covered repair; associated state and local taxes when applicable by state law; The engine block, cylinder head(s) and cylinder liners are only covered in conjunction with a covered **Mechanical part Failure**.

Engine ECM, Engine Fuel Injectors, Water Pump and all internal lubricated parts of the Turbo Charger, Turbo Charger housing and Fuel Pump are included for the first 12 months or 100,000 miles from **Contract** Purchase Date and ECM Miles as listed on the **Registration Page** unless additional years are selected by choosing the optional Additional Component Package (ACP)

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

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to **Us** should be addressed to: Legal Depart., Specialty Administration Services, LLC: 3109 Lithia Pinecrest Rd Valrico, FL 33596 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If **We** and **You** do not reach an **Contract** to resolve the claim within 30 days after Notice is received, **You** or **We** may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by **Us** or **You** shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which **You** or **We** is entitled. **You** may contact **Us** to obtain a form to initiate arbitration.

(3) After **We** receive notice at the Notice Address that **You** have commenced arbitration, **We** will promptly reimburse **You** for **Your** payment of the filing fee, unless **Your** claim is for greater than \$75,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this **Contract**, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this **Contract**. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless **We** and **You** agree otherwise, any arbitration hearings will take place in the county of **Your** billing address. If **Your** claim is for \$10,000 or less, **We** agree that **You** may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If **Your** claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, **We** will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of **Your** claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, **You** agree to reimburse **Us** for all monies previously disbursed by **Us** that are otherwise **Your** obligation under the AAA Rules. In addition, if **You** initiate an arbitration in which **You** seek more than \$75,000 in damages, payment of these fees will be governed by the AAA rules.

(4) If, after finding in **Your** favor in any respect on the merits of **Your** claim, the arbitrator issues **You** an award that is greater than the value of the last written settlement offer made by **Us** before an arbitrator was selected, **We** will: • pay **You** the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and • pay **Your** attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that **Your** attorney reasonably accrues for investigating, preparing, and pursuing **Your** claim in arbitration ("the attorney premium").

If **We** did not make a written offer to settle the dispute before an arbitrator was selected, **You** and **Your** attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards **You** any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses **You** may have under applicable law. Thus, if **You** would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding **You** that amount. However, **You** may not recover duplicative awards of attorneys' fees or costs. Although under some laws **We** may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, **We** agree that **We** will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both **You** and **We** agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be voidable. (7) Notwithstanding any provision in this **Contract** to the contrary, **We** agree that if **We** make any future change to this provision (other than a change to the Notice Address) during **Your Contract**, **You** may reject any such change by sending **Us** written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, **You** are agreeing that **You** will arbitrate any dispute between **Us** in accordance with the language of this provision.

GUARANTY

This is not an insurance policy, it is a **Vehicle Service Contract**. Our obligations and the performance to **You** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. 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 the above address or by calling (866) 505-4048.

SPECIAL STATE REQUIREMENTS

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

CANCELLATION Item D. is amended as follows: If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

ARIZONA: **You** may also cancel this **Contract** by returning it to the **Administrator**, Specialty Administration Services, LLC., as listed on the **Registration Page**.

We may cancel this **Contract** for non-payment of the **Contract** charge, or for **Your** misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified by **You** in a manner not recommended by the manufacturer after the **Contract** start date.

PRE-EXISTING CONDITIONS are defined as conditions that were caused by **You** or known by **You** prior to purchasing this **Contract**.

Only those alterations made to **Your Vehicle** after the **Contract** start date are excluded as noted in EXCLUSION Items J. and V.

EXCLUSION Item W. does not apply to Arizona residents.

GUARANTY is amended as follows: If a covered claim is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim directly with the Insurance Company.

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

ARKANSAS: **You** may file a claim directly with the Insurance Company at any time. An administrative fee not to exceed fifty dollars (\$50.00) will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

NWS-TM-VSC (10-16)

CALIFORNIA: The Obligor of this **Vehicle Service Contract** is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114, (866) 927-3097. California License # 0167515.

NOTE: Our obligations under this **Vehicle Service Contract** are insured by an insurance policy issued by Wesco Insurance Company (a California approved Insurance Company), 59 Maiden Lane, 43rd Floor, New York, NY 10038. 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. Please call 1-800-505-4048 for instructions. If **You** are not satisfied with the Insurance Company's response, **You** may contact the California Department of Insurance at 1-800-927-4357. If any promise made in the **Contract** has been denied or has not been honored within 60 days after **Your** request, **You** may contact the California Department of Insurance at 1-800-927-4357.

The definition of **Breakdown** means the failure of a covered part under normal service due to defects in material or workmanship. The definition of Pre-existing means existing prior to the **Contract** Purchase Date as shown on the **Registration Page** of this **Service Contract**. **We** cannot deny a claim solely based on untrue information having been provided during the course of filing a claim. If **We** move **Your Vehicle** to a repair facility of **Our** choice, then it will be at **Our** expense.

TERMS AND CONDITIONS Item E. **LIMITS OF LIABILITY** is amended as follows: 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.

CANCELLATION is deleted and replaced with the following:

An odometer statement indicating the odometer reading on the date of the request for cancellation will be required. 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 greater of the days in force or the miles driven based on the term/miles 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 greater of the days in force or the miles driven based on the term/miles 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. If **We** cancel this **Contract** the cancellation refund will be paid within thirty (30) days of the cancellation and a notice of cancellation will be mailed to **You** listing the reason for cancellation. The **Contract** ceases to be valid no less than five (5) days after the postmark date of such notice. If **We** cancel this **Contract** within sixty (60) days, the entire **Contract** price will be refunded. 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 greater of the days in force or the miles driven based on the term/miles selected and the date **Coverage** begins. If **We** cancel this **Contract**, no administrative fee will be charged. In the event of cancellation, any claim filed and/or approved prior to the cancellation date will be honored and/or reviewed for **Coverage** under the terms of the **Contract**.

EXCLUSIONS Item A. is deleted and replaced with the following:

ANY CONDITION THAT EXISTED PRIOR TO THE CONTRACT PURCHASE DATE; AND ANY PART LISTED ON THE VEHICLE INSPECTION FORM AS FAILED UNLESS YOU HAVE PROOF THE PART WAS REPAIRED PRIOR TO THE BREAKDOWN.

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

COLORADO: The insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-NWS-SCRI-030113.

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

If **Your Vehicle** is being repaired for a **Breakdown** covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed.

You may cancel this **Contract** if **You** return the covered **Vehicle** or the covered **Vehicle** is sold, lost, stolen, or destroyed.

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

GEORGIA: **EXCLUSIONS** Items A and L. are deleted and replaced with the following:

A. PRE-EXISTING CONDITIONS known to **You**, or any Part listed on the **Vehicle Inspection Form** as failed. Unless **You** have proof the part was repaired prior to the **Breakdown**

L. Repairs required because of technician negligence, OVERHEATING, detonation, contaminants or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance. All seals or gaskets failures, cracked heads or block, overheating or other engine failure due to lack of fluids, fuels coolants or lubricants or improper maintenance.

Only those modifications, alterations, or additions made to **Your Vehicle** while owned by **You** are excluded as noted in **EXCLUSION** Items J. and V. The lienholder shown on the **Registration Page** (and the funding party referenced in **PAYMENT PLAN AGREEMENTS**) may only cancel this **Contract** for non-payment if they hold a power of attorney.

We may cancel this **Contract** for non-payment of the **Contract** charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this **Contract** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Contract** charge

NWS-TM-VSC (10-16)

according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or one hundred dollars (\$100.00) will be applied if this **Contract** is cancelled by **You**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**. The Arbitration Provision section of this **Contract** is stricken in its entirety.

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

An administrative fee not to exceed fifty dollars (\$50.00) will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

ILLINOIS: THE DEFINITION OF "WE, US, AND OUR" USED FREQUENTLY THROUGHOUT THE VEHICLE SERVICE CONTRACT IS DEFINED AS NORTHCOAST WARRANTY SERVICES, INC.

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

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

INDIANA: This service **Contract** is not insurance and is not subject to Indiana insurance law. **Your** proof of payment to the issuing dealer for this **Contract** shall be considered proof of payment to the Insurance Company which guarantees **Our** obligations to **You**.

If **We** fail to perform or make payment due under the service **Contract** within sixty (60) days after **You** request the performance or payment, **You** may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the service **Contract** that the provider refund any part of the cost of the service **Contract** upon cancellation of the service **Contract**.

EXCLUSIONS - Item A. is deleted and replaced with the following:

A. ANY PRE-EXISTING CONDITION known to **You**, or for any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date, or any Part listed on the **Vehicle Inspection Form** as failed unless **You** have proof the part was repaired prior to the **Breakdown**.

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

ARBITRATION PROVISION Item (7) is stricken in its entirety.

IOWA: If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Registration Page** for the **Administrator's** address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, (515) 281-5705.

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

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

LOUISIANA: THE CONTRACT OBLIGOR IS NORTHCOAST WARRANTY SERVICES, INC.

CANCELLATION Item D. is amended as follows: An administrative fee not to exceed fifty dollars (\$50.00) will be charged for cancellations occurring after sixty (60) days, or if a claim has been filed.

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

CANCELLATION Item D. is amended as follows: An administrative fee not to exceed one hundred dollars (\$100.00) or ten percent (10%) of the **Contract** charge, whichever is less, will be charged for cancellations occurring after sixty (60) days or if a claim has been filed. If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the service **Contract** to the provider.

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

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.

MASSACHUSETTS:

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

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.

MINNESOTA: The **Coverages** listed below are provided to **You** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

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

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

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale

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

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings; and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. **Transmission:** Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. **Drive Axle:** Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on vehicles other than passenger vans, mounted on a truck chassis. **Brakes:** Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Callipers. **Steering:** Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. **Note:** The following parts are covered only on vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above **Coverages** are excluded from this **Contract** during the applicable warranty period, unless the dealer becomes unable to meet its obligations. **Your** rights and obligations are fully explained in the dealer issued used **Vehicle** limited warranty document.

EXCLUSIONS Item A. is deleted and replaced with the following:

A. Any **Breakdown** occurring before **Coverage** takes effect or prior to the **Contract** Purchase Date, or if the information provided by **You**, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

EXCLUSIONS Item B. is stricken in its entirety.

EXCLUSIONS Item L. is deleted and replaced with the following:

L. Repairs required because of technician negligence, OVERHEATING, detonation, carbon deposits, contamination, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance. All seals or gaskets failures, cracked heads or block, overheating or other engine failure due to lack of fluids, fuels coolants or lubricants or improper maintenance.

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

CANCELLATION Item D. is amended as follows: If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the **Administrator**. If **You** have cancelled this **Contract** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the Insurance Company identified on the **Registration Page**.

The ARBITRATION PROVISION section of this **Contract** is stricken in its entirety.

MISSISSIPPI: CANCELLATION Item B. is amended as follows: If **We** cancel this **Contract** for non-payment, **We** shall mail a written notice to **You** at **Your** last known address at least ten (10) days before cancellation. If **We** cancel this **Contract** for any other reason, **We** shall mail a written notice to **You** at **Your** last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation.

The ARBITRATION PROVISION section of this **Contract** is stricken in its entirety.

MISSOURI: CANCELLATION Item B. is stricken in its entirety.

CANCELLATION Item D. is deleted and replaced with the following:

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

MONTANA: CANCELLATION Item B. is amended as follows: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties by **You** relating to the covered product or its use.

NEBRASKA: CANCELLATION Item B. is deleted and replaced with the following:

B. **We** may only cancel this Service **Contract** for fraud, material misrepresentation, nonpayment by **You**, or a substantial breach of duties by **You** relating to the covered property or its use. If **We** cancel this **Contract**, **We** will give **You** sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

The ARBITRATION PROVISION is amended 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 consent of the **Contract** holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

NEVADA: THE CONTRACT OBLIGOR IS NORTHCOAST WARRANTY SERVICES, INC. THE CONTRACT ADMINISTRATOR IS SPECIALTY ADMINISTRATION SERVICES, LLC.

This Service **Contract** is not renewable.

EXCLUSION Item J. is deleted and replaced with the following:

J. Any unauthorized or non-manufacturer recommended modifications to **Your Vehicle**, or any damages arising from such unauthorized or non-manufacturer recommended modifications. However, if **Your Vehicle** is modified in a manner that is not recommended by the manufacturer of **Your Vehicle**, this **Contract** will continue to provide any applicable **Coverage** that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising there from, unless such **Coverage** is otherwise excluded by the terms of this **Contract**.

EXCLUSION Item V. does not apply to Nevada residents.

CANCELLATION Item B. is deleted and replaced with the following:

B. **We** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, **We** may only cancel this Service **Contract** for: (a) Nonpayment by **You**; (b) **Your** conviction of a crime which results in an increase in the service required under this **Contract**; (c) Fraud or material misrepresentation by **You** in obtaining this **Contract**, or in presenting a claim for service thereunder; (d) 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 (e) 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 administrative 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.

CANCELLATION Item D. is deleted and replaced with the following:

D. **You** may cancel this **Contract** at any time. If **You** have made no claim and **Your** request for cancellation is within sixty days (60) days, the full price **You** paid for the Service **Contract** will be refunded and no administrative fee will be deducted. If **You** have made a claim under the **Contract**, or if **Your** request is beyond the first sixty days (60) days, **We** will refund to **You** an amount based on the pro-rata method, less a one hundred dollar (\$100.00) administrative fee. 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.

PAYMENT PLAN AGREEMENTS section is deleted and replaced with the following:

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 ARBITRATION PROVISION section of this **Contract** is not mandatory Pursuant to Nevada Law.

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

Cancellation and Transfer Fees do not apply.

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

NEW JERSEY: CANCELLATION Item B. is amended as follows: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at **Your** last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by **You** of the provider fee; a material misrepresentation by **You** to the provider; or substantial breach of duties **You** relating to the covered product or its use.

CANCELLATION Item D. is amended as follows: If **You** request cancellation of this **Contract** within sixty (60) days of the purchase date of the **Contract** and the refund is not paid or credited within forty-five (45) days after **Your** cancellation request to **Us**, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

NEW MEXICO: **You** may cancel this **Contract** within sixty (60) days of the time of sale. If **You** have made no claim, the service **Contract** is void and the full purchase price will be refunded to **You**. A ten percent (10%) penalty per month will be added to a refund that is not made within sixty (60) days of **Your** return of the service **Contract**. These provisions apply only to the original purchaser of the service **Contract**.

CANCELLATION Item B. is deleted and replaced with the following:

B. The provider of this service **Contract** may cancel this **Contract** within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the provider may only cancel this service **Contract** for fraud, material misrepresentation, non-payment by **You** or a substantial breach of duties by **You** relating to the covered property or its use. In the event **We** cancel this service **Contract**, **We** will mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation.

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

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

NORTH CAROLINA: CANCELLATION Item B. is deleted and replaced with the following:

B. **We** may cancel this **Contract** only for non-payment of the purchase price of the **Contract** or a direct violation of the **Contract** by **You**.

CANCELLATION Item D. is amended as follows: An administration fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or one hundred dollars (\$100.00) will be applied if this **Contract** is cancelled by **You**.

OKLAHOMA: THE CONTRACT OBLIGOR IS NORTHCOAST WARRANTY SERVICES, INC.

This is not an insurance **Contract**. **Coverage** afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. 24 Hour Roadside Assistance Services are provided by Nation Motor Club, LLC, 800 Yamato Road, Suite 100, Boca Raton, Florida 33431, (855) 216-6423.

CANCELLATION Item D. is deleted and replaced with the following:

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

PAYMENT PLAN AGREEMENTS section is deleted and replaced with the following:

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

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

OREGON: This **Contract** is an between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144, (866) 927-3097 and **You**. If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894 or www.oregoninsurance.com.

The ARBITRATION PROVISION section 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 Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act.

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

RHODE ISLAND: Section 31-5.4 of Rhode Island 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 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.

The **Contract** term shall be extended by any time period during which the used motor **Vehicle** is in the possession of the dealer or his or her duly authorized agent for the purpose of repairing the used motor **Vehicle** under the terms and obligations of the service **Contract**.

SOUTH CAROLINA: If **You** have any questions regarding this **Contract**, or a complaint against the Obligor, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

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

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

TEXAS: Specialty Administration Services, LLC Service **Contract Administrator** License No 802216196

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.

CANCELLATION Item B. is amended as follows: If **We** cancel this **Contract**, **We** shall mail a written notice to **You** at the last known address held by **Us** before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service **Contract** Holder to the provider or the provider's **Administrator**, or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. If **We** cancel this **Contract**, no cancellation fee shall apply.

CANCELLATION Item D. is deleted and replaced with the following:

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

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

UTAH: THE CONTRACT OBLIGOR IS NORTHCOAST WARRANTY SERVICES, INC. THE CONTRACT ADMINISTRATOR IS SPECIALTY ADMINISTRATION SERVICES, LLC.

This Service **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Note: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guarantee Association.

Full payment will be received for the **Contract** Purchase Price listed on the **Contract Registration Page**.

CANCELLATION Item B. is deleted and replaced with the following:

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

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

2. **We** may cancel this **Contract** for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice.

The ARBITRATION PROVISION section of this **Contract** is stricken in its entirety.

VERMONT: The ARBITRATION PROVISION section of this **Contract** is stricken in its entirety.

WASHINGTON: The definition of "**We, Us and Our**" means the Service **Contract** provider AMT Warranty Corp. 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818.

CANCELLATION Item A. is deleted and replaced with the following:

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

CANCELLATION Item B. is deleted and replaced with the following:

NWS-TM-VSC (10-16)

B. After the first sixty (60) days, **We** may only cancel this **Contract** for misrepresentation in obtaining this **Contract** or in the submission of a claim of for nonpayment of the **Contract** charge by **You**.

CANCELLATION Item D. is amended as follows: An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for cancellations occurring after sixty (60) days or if a claim has been filed.

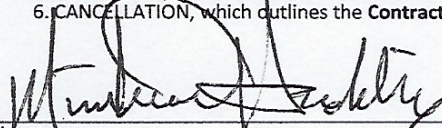
This Service **Contract** allows for binding arbitration proceedings to be held at a location in closest proximity to the Service **Contract** Holder's permanent residence. The commissioner is the Service **Contract** provider's attorney to receive service of legal process in any action, suit, or proceedings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

The State of Washington is the jurisdiction for any civil action in connection with this **Contract**.

The insurance policy number for the service contract reimbursement policy issued by Wesco Insurance Company is WIC-AMT-SCRI-040111. **You** may file a claim directly with the Insurance Company at any time.

Information Disclosure: As the undersigned, I agree that I have read and understand the following **Contract** provisions and implied warranty disclosure:

1. THINGS **YOU** MUST DO THROUGHOUT THE TERM OF **YOUR CONTRACT**, and WHAT TO DO IF REPAIRS ARE NEEDED and TERMS AND CONDITIONS, Section B. **YOUR RESPONSIBILITIES**, which outline **Your** responsibilities regarding maintenance requirements and filing a claim.
2. SCHEDULE OF **COVERAGES**, ENGINE ONLY **COVERAGE**, and OPTIONAL **COVERAGES** which outline the **Coverage** provided under the **Contract**.
3. TERMS AND CONDITIONS, Section 1. **CONTRACT PERIOD**, which outlines the time and mileage limitations.
4. The implied warranty of merchantability on the motor **Vehicle** is not waived if this **Contract** has been purchased within ninety days of the purchase date of the motor **Vehicle** from a provider who also sold the motor **Vehicle** covered by this **Contract**.
5. **EXCLUSIONS**, which outlines conditions where the **Contract** does not provide **Coverage**.
6. **CANCELLATION**, which outlines the **Contract** cancellation conditions

 5/10/18
Signature Date

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

Any claim for repairs that have not been authorized by the **Administrator** prior to having repairs made may jeopardize **Coverage** under this **Contract**, except as provided under EMERGENCY REPAIRS.

CANCELLATION Item B. is deleted and replaced with the following:

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

CANCELLATION Item D. is deleted and replaced with the following:

D. If this **Contract** is canceled within sixty (60) days of the date of purchase 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 100 percent of the unearned pro rata provider fee, 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

GUARANTY section is deleted and replaced with the following:

Our obligations under this **Contract** are insured under a service contract reimbursement insurance policy. Should **We** fail to pay any claim or fail to replace the Covered Product 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**.

ARBITRATION PROVISION is amended 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 consent of the **Contract** holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the **Contract** holder's county of residence or any other county in this state agreed to by both parties.

WYOMING: All Service **Contract** benefits, including 24 Hour Roadside Assistance services, are part of this **Contract**. **We** are obligated for all services provided by this **Contract**.

CANCELLATION Item B. is amended as follows: The provider of the Service **Contract** shall mail a written notice to the Service **Contract** Holder at the last known address of the Service **Contract** Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service **Contract** Holder to the provider or a substantial breach of duties by the Service **Contract** Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation.

CANCELLATION Item D. is amended as follows: If **You** cancel this **Contract** within sixty (60) days of the **Contract** purchase date, a ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. In the event the lienholder is named on a cancellation, both the **Contract** Holder and the lienholder will be shown jointly on the cancellation refund check.

The ARBITRATION PROVISION section 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.

OPTIONAL COVERAGES

The following optional **Coverages** are available when listed on the **Contract Registration Page** and surcharge amount(s) have been paid at the time of sale:

1. **TRANSMISSION AND REAR AXLE COVERAGE** – If this Optional **Coverage** is listed as Yes, **Coverage** is for the entire term of any **Contract** when this option is selected on the **Contract Registration Page**, and includes:
 - a) **Transmission Coverage** – All internal lubricated parts of the manual or automatic transmissions, including: torque converter, oil pump, valve body, governor, bands, drums, planetaries, sun gear, sprag(s), shaft(s), bearings and related bushings, shift rail, forks and synchronizers. The transmission case is only covered in conjunction with a failed covered part.
 - b) **Rear Axle Coverage** – All internal lubricated parts including: output shaft, bearings, bushings, gear sets, axle and bearings, carrier, ring and pinion gears, bearings, bushings, axle shaft. The drive axle housing is only covered if damaged by a failed covered part.
2. **EXHAUST AFTER TREATMENT SYSTEM (E.A.S.) COVERAGE** – If this optional **Coverage** is selected, the **Contract Registration Page** will list the number of Years and miles selected for this option. This Optional **Coverage** expires based on the Numbers of Years and mileage listed, when the Term Months/Miles expire or when the Limit of Liability is exhausted, whichever occurs first. This option includes the following components; back pressure control valve (BPV), BPV regen valve, BPV control cylinder; Diesel exhaust fluid (DEF) pump, DEF doser injector, DEF level sensor, DEF temp sensor, DEF heater control valve, DEF heating element; Diesel Oxidation Catalyst (DOC) catalyst only DOC temperature sensors pre and post; Diesel Particulate Filter (DPF) filter assembly, DPF hydrocarbon doser injector, DPF air / fuel manifold, DPF back pressure sensor, DPF fuel pressure sensor, Exhaust Gas Recirculation (EGR) valve assembly one or two, EGR cooler assembly, Electronic Control Modules (ECU) after treatment ECM, ECU dosing ECM; Select Catalyst Reduction (SCR) catalyst, SCR temperature sensors pre and post; Oxides of Nitrogen (NOx) sensor.
3. **ADDITIONAL COMPONENT PACKAGE (A.C.P.)** – If this optional **Coverage** is selected, the **Contract Registration Page** will list the number of Years and miles selected for this option. This Optional **Coverage** expires based on the Numbers of Years and mileage listed, when the Term Months/Miles expire or when the Limit of Liability is exhausted, whichever occurs first. This **Coverage** includes: Turbo Chargers (turbine and housing), Water Pump, Engine Fuel injectors, Engine ECM and Fuel Pump

24-HOUR ROADSIDE ASSISTANCE SERVICES, CALL (844) 964-5307

These services are provided, independent of this **Vehicle Service Contract**. Roadside assistance services are provided by Motor Club LLC, or Nation Motor Club LLC, d/b/a Nation Safe Drivers. The obligor and provider for the roadside assistance service is Nation Motor Club LLC, administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. For Arizona, Arkansas, Louisiana, Massachusetts, Nevada, Tennessee, Texas and Washington members, the obligor and provider of services is Nation Motor Club LLC, dba Nation Safe Drivers. For Alabama, Alaska, Utah and Virginia members, the obligor and provider of services is Nation Safe Drivers Services, Inc. For California members, the obligor and provider of services is Nation Motor Club, LLC California Motor Club Permit Number 5157-3. As a member of Nation Motor Club LLC, all benefits are available to **You** up to **Your** benefit limit without any additional payments. **You** are responsible for any non-covered expenses. In the event **Your Vehicle** is disabled, a service provider will be dispatched to **Your** location to assist **You**. In the event **Your Vehicle** is unable to continue under its own power **Your Vehicle** may be towed to a location of **Your** choosing. **You** will receive up to \$375.00 of towing at no cost, any additional mileage/ cost will be **Your** responsibility and payment will be expected at the time service is rendered. When calling for towing or road service **You** must call toll-free (844) 964-5307. **You** will be required to give the representative assisting **You** the following information: Producer Code 70389, **Your Vehicle Service Contract** Number on **Your Registration Page** and **Your Plan Letter** which is X.

COVERAGE: One service is available per 72-hour period. Services Available to **You** at no cost are: Towing (up \$375.00), Battery Jump Start, Emergency Fluid / Fuel Delivery (**You** are responsible for the actual cost of delivered materials), Locksmith. Five (5) dispatched road services are available per each year of **Contract** term. If **You** exceed five (5) dispatched service calls **You** will be placed on a "Cash Call Basis" meaning Nations Safe Drivers, LLC will still dispatch a service provider to **You** but **You** will have to pay the service provider for the service call at the time the service is rendered.

REIMBURSEMENT: In the event **Your Vehicle** is disabled and **You** contracted for any of the above covered services on **Your** own, **You** will be able to submit **Your** original receipted road service expenses for reimbursement consideration to Specialty Administration Services LLC; 400 Frandorson Circle, Apollo Beach, FL 33572 (888) 668-4360; claims@saspros.com; Reimbursable Costs: • Towing \$375 • All other services listed \$50.

WHAT TO DO IF REPAIRS ARE NEEDED

Call Toll Free (888) 668-4360 for Instructions and Repair Authorization.

Prior **Administrator** Authorization is required to Obtain Claim Payment. If **Your Vehicle** is unsafe and needs to be towed, contact a tow company or Roadside Assistance (above) to arrange towing service. Otherwise, deliver **Your Vehicle** to a repair facility and authorize them to diagnose the failure. Provide the repairer with **Your Contract** number and direct them to call the **Administrator** for repair authorization at (888) 668-4360 before repairs are completed. The **Administrators** regular business hours are Monday thru Friday 8:00 am – 6:00 pm EST. For after-hours claims assistance call (844) 964-5307 or visit www.truckmasterplus.com/claims.

EMERGENCY REPAIRS

FAILURE TO OBTAIN PRIOR AUTHORIZATION TO COMPLETE ANY REPAIRS MAY RESULT IN THE CLAIM BEING DENIED.

If **You** experience a **Breakdown** at any time outside of the **Administrator's** regular business hours, **You** may take one of the following steps:

1. Wait until regular business hours and then follow the normal claims procedure outlined above; or
2. Authorize and pay for any teardown or diagnostic time needed to determine whether **Your Breakdown** is covered by this **Contract**. If **You** reasonably determine that **Your Breakdown** is covered by this **Contract** and **You** choose to have **Your Vehicle** repaired, **You** are responsible for paying the repair. **You** must then call the **Administrator** during the next available regular business day so that the **Administrator** may determine whether **Your** repairs are covered. If the **Administrator** determines that there was a covered **Breakdown** and **You** meet the requirements outlined herein, then **We** will reimburse **You** in accordance with the terms and conditions of this **Contract**.

TERMS AND CONDITIONS

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

A. CONTRACT PERIOD: Expiration is measured in Term Months/mileage from the **Contract** Purchase Date and ECM Mileage Reading (at **Contract** Purchase Date). Expiration is determined by adding the Term Months to the **Contract** Purchase Date and expiration mileage is derived by adding the Term Miles to the ECM Mileage Reading (at **Contract** Purchase Date).

B. YOUR RESPONSIBILITIES:

1. You must perform an engine oil change every ten thousand 10,000 miles or ACCORDING TO THE MANUFACTURER'S RECOMMENDED MAINTENANCE SCHEDULE. It is required that verifiable receipts be retained for service work. Verifiable receipts must show purchases of all required parts and materials necessary to perform required maintenance and must show the date and mileage when the services were performed. These records will be requested by the Administrator for the investigation of a claim or transfer. IT IS RECOMMENDED THAT YOU KEEP MAINTENANCE RECORDS WITH THE VEHICLE.
2. Use all reasonable means to protect Your Vehicle from further damage when a Breakdown occurs.
3. You must authorize necessary labor time for the repairer to diagnose a Breakdown.
4. Direct the repair facility to call the Administrator at (888) 668-4360 to report a claim. You must obtain authorization from the Administrator prior to commencing any repair of any covered part(s).
5. In the event You need to receive reimbursement for Your authorized claim, You must submit the following within ninety (90) days of approval (as soon as reasonably possible in Utah) (365 days in Wisconsin):
 - a) The original repair order signed by You;
 - b) Proof of Payment with a cash register receipt/credit card receipt/personal check copy; and
 - c) Where applicable, copies of original towing bill with proof of payment.

C. OUR RESPONSIBILITIES:

Subject to the **Coverage** and **Deductible** selected and as shown on the **Registration Page** of this **Contract**, the Limits of Liability and items found under Exclusions, the **Administrator** will pay or reimburse for the cost of covered repairs. The **Administrator** reserves the right to request teardown in order to inspect **Your Vehicle** to evaluate covered repairs. The total of all claims and benefits paid or payable while this **Contract** is in force shall not exceed the amounts listed in the Limits of Liability in section E.

D. LABOR RATE REIMBURSEMENT: The maximum retail labor rate is \$125.00 per hour or the Repair Facilities posted shop rate, whichever is less. In no event shall the Aggregate Limit of liability exceed the amount identified by **Vehicle** Class below or the Actual Cash Value (ACV) of the **Vehicle** at the time of repair, whichever is less. **You** are responsible for any additional labor charges over the maximum reimbursement amount or any amount that exceeds the limit of liability. Repair facilities are not required to reduce their published labor rates.

E. LIMITS OF LIABILITY:

	Class 3-7 Gas	Class 3-7 Diesel	Class 8
Engine	\$7,000.00	\$12,500.00	\$21,000.00
Transmission	\$4,500.00	\$5,500.00	\$7,500.00
Rear Axles	\$3,500.00	\$4,500.00	\$7,500.00
After treatment System	\$3,500.00	\$5,000.00	\$7,500.00
Turbo Charger	N/A	\$7,500.00	\$7,500.00
Fuel Injectors/Water Pump/ Fuel Pump/ECM	\$4,500.00	\$6,500.00	\$7,500.00
Total Aggregate Limits	\$13,500.00	\$18,500.00	\$35,000.00

EXCLUSIONS

The following are not covered:

- A. PRE-EXISTING CONDITIONS** or any Part listed on the Vehicle Inspection Form as failed. Unless **YOU** have proof the part was repaired prior to the Breakdown
- B. Damage** to a covered part caused by the failure of a part not listed as covered under this **Contract**.
- C. Repairs** that are covered under the original manufacturer's warranty regardless of whether or not that warranty was transferred to **You** or the manufacturer refuses to honor its obligations. Any cost, repair, replacement or benefit for which the manufacturer has announced its responsibility through any means including recalls or service bulletins.
- D. Repairs** beyond those required to correct a Breakdown.
- E. ANY COVERED REPAIR NOT AUTHORIZED IN ADVANCE BY THE ADMINISTRATOR, EXCEPT AS SPECIFIED IN THE EMERGENCY REPAIRS PROVISION OF THIS CONTRACT.**
- F. Damage** caused by continued operation of an impaired Vehicle.
- G. Seals and Gaskets** unless required in conjunction with a covered repair. Any parts in the Engine Long Block Assembly. Damage caused from failures of related parts or units including, without limitation, levers, controls, linkages, radiator, coolers, rubber mounts and external oil gauges, electronic control components external to the transmission case.
- H. Damage** caused by towing the Vehicle in a manner not consistent with the manufacturer's recommendations.
- I. Damage** caused by overloading the Vehicle beyond the manufacturer's recommended capacity.
- J. A Breakdown** caused by or involving modifications, alterations or additions to the Vehicle unless those modifications, alterations or additions were performed by or recommended by the original Vehicle Manufacturer.
- K. For towing** another Vehicle unless Your Vehicle was equipped by the manufacturer for that purpose.
- L. Repairs** required because of technician negligence, OVERHEATING, detonation, sludge or carbon deposits, contamination, rust, corrosion, electrolysis, operation without the proper lubrication levels or fluid type, and the failure to perform the manufacturer's recommended maintenance. All seals or gaskets failures, cracked heads or block, overheating or other engine failure due to lack of fluids, fuels coolants or lubricants or improper maintenance.
- M. Repairs** made outside of the United States and Canada.
- N. Repairs** required because of fraud, collision, abuse, negligence, neglect, misuse, abuse, road hazard, racing, off-road use, vandalism, riot, theft, flood, fire, war, acts of God, or loss that is normally covered by casualty insurance.
- O. The cost** of teardown, disassembly or assembly when a Breakdown is not covered by this **Contract**.
- P. Repairs** that are covered under a repairer's guarantee, service **Contract** or other warranty regardless of their ability to pay for such repairs.

Q. Incidental or consequential damage, loss of profits, property damage, personal injury, inconvenience, loss of Vehicle use, commercial loss, punitive or exemplary damages, attorney fees, loss of earnings, personal damage or per diem expenses. THIS CONTRACT PROVIDES NO BENEFIT OR COVERAGE AND WE HAVE NO OBLIGATION IF:

R. The Vehicle odometer fails to register, record actual mileage or true mileage cannot be determined for any reason while owned by You.

S. You rent Your Vehicle to someone else.

T. Your Vehicle is used for postal service, taxi, police or other emergency services.

U. Your Vehicle is used for snow plowing, competition or speed events.

V. Your Vehicle is modified from the Vehicle manufacturer's original specifications regardless who made the modifications or when the modifications were made.

W. Your Vehicle is identified as a grey market Vehicle, total loss, salvaged, rebuilt, flood damaged or similarly titled.

SUBROGATION

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, other service **Contract**, etc.), **Your** rights shall become **Our** rights. **You** agree to provide reasonable assistance to help **Us** recover these funds. **We** shall only recover the excess after **You** are fully compensated for **Your** loss.

CANCELLATION

A. You may cancel this **Contract** at any time, including when a loss of the **Vehicle** occurs or when **You** sell **Your Vehicle** without transfer of this **Contract**. To cancel, **You** must submit a written request to the Issuing Dealer. If **You** cancel this **Contract**, it will not be reinstated. An odometer or notarized statement indicating the odometer reading on the date of the request will be required. This **Contract** can only be cancelled by the original **Contract** Holder.

B. We may cancel this **Contract** for non-payment of the **Contract** charge, or for misrepresentation in the submission of a claim. **We** may cancel this **Contract** if **Your Vehicle** is found to be modified in a manner not recommended by the manufacturer.

C. If Your Vehicle and this **Contract** have been financed, the lienholder shown on the **Registration Page** may cancel this **Contract** for non-payment, or if **Your Vehicle** is declared a total loss or is repossessed.

D. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Contract** charge paid. If this **Contract** is cancelled after the first sixty (60) days, **We** will refund an amount of the **Contract** charge 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, less a hundred dollar (\$100.00) administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

E. Any amount(s) paid out for approved claims or benefits will be deducted from the refund amount

TRANSFER OF CONTRACT

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

B. To transfer, the following must be submitted to the **Administrator** within 30 days of the change of ownership to a subsequent individual purchaser:

- A completed transfer form; with
- Name and Address of new owner, date of sale to new owner, current mileage; and
- \$100.00 Transfer Fee made payable to the **Administrator**.

C. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the maintenance requirements of this **Contract**. If necessary, these documents will be verified by the **Administrator**.

PAYMENT PLAN AGREEMENTS

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

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF **YOUR** RIGHTS, INCLUDING **YOUR** RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

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

TERMS AND CONDITIONS please read this arbitration provision ("provision") carefully. It affects **Your** rights.

Most customer concerns can be quickly and satisfactorily resolved by calling Specialty Administration Services, LLC at (888) 668-4360. In the unlikely event that **Your** matter is not resolved or if **We** have been unable to resolve a dispute **We** have with **You** after attempting to do so informally, **You** and **We** each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. Any arbitration under this **Contract** will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, **We** will pay all costs of arbitration. Moreover, in arbitration **You** are entitled to recover attorneys' fees to at least the same extent as **You** would in court. In addition, under certain circumstances (explained below), **We** will pay **You** more than the amount of the arbitrator's award and will pay **Your** attorney (if any) twice his/her reasonable attorneys' fees if the arbitrator awards **You** an amount that is greater than what **We** have offered **You** to settle the dispute.

ARBITRATION CONTRACT

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

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

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

**VEHICLE SERVICE CONTRACT
REGISTRATION PAGE**



CONTRACT NUMBER

8103173

VEHICLE INFORMATION

1XPWD49X7CD169031	2012	PETERBILT	388	CUMMINS	ISX
VEHICLE IDENTIFICATION NUMBER (VIN)	YEAR	MAKE	MODEL	ENG MAKE	ENGINE MODEL
342812	342,812	11789	5/8/2018	\$74,870.00	
ECM MILES	SPEEDOMETER MILES	ENGINE HOURS	PURCHASE DATE	VEHICLE PURCHASE PRICE	

PURCHASER INFORMATION

PURCHASER NAME SAME

STREET ADDRESS 70 CHAPMAN LN.

CITY GLENCOE ST KY ZIP 41046 PHONE _____

EMAIL ADDRESS _____

SELLING DEALER INFORMATION

DEALER NAME Peterbilt of Louisville DEALER NUMBER 753274

ADDRESS 4415 Hamburg Pike

CITY JEFFERSONVILLE ST IN ZIP 47130 PHONE (888) 398-8522

LIENHOLDER INFORMATION

NAME _____

ADDRESS _____

CITY _____ ST _____ ZIP _____ PHONE _____

COVERAGE INFORMATION

8D24240	24	240,000	5/8/2020	582812	\$7,023.00
PLAN TYPE	TERM MONTHS / MILES		CONTRACT EXPIRATION DATE	EXPIRATION MILEAGE	COST

FACTORY PLUS INFORMATION

If this option is selected, there will be date and mileage information below. This option indicates that this warranty coverage will begin when the factory warranty coverage expires by time or miles.

N/A

N/A

OEM WARRANTY EXPIRATION MILEAGE

OEM WARRANTY EXPIRATION DATE

OPTIONAL COVERAGES

24 Months / 240,000 miles	24 Months / 240,000 miles	24 Months / 240,000 miles
TRANSMISSION AND REAR AXLE COVERAGE	EXHAUST AFTER TREATMENT SYSTEM COVERAGE	TURBO, WATER PUMP, FUEL INJECTORS, FUEL PUMP & ECM COVERAGE (ACP)

DECLARATIONS

The purchaser agrees and understands that;

1. They have reviewed and understand the Vehicle Service **Contract** and will abide by the terms of the service **Contract**.
2. This **Registration Page** along with the Vehicle Service **Contract** is an agreement between **You** (the purchaser) and the Obligor
3. This **Registration Page** must be attached to and becomes part of the Vehicle Service **Contract**
4. The information contained on this registration Page is accurate and complete to the best of their knowledge and belief.
5. The Vehicle Service **Contract Administrator** is Specialty Administration Services, LLC., (888) 668-4360, 400 Frandorson Circle, Apollo Beach, FL 33572
6. The Service Contract provider obligated to provide service under this Vehicle Service **Contract**, unless otherwise noted in the State Disclosures and 24 hour Roadside Assistance Services sections, is defined as Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44144, (866) 927-3097
7. **PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR OBTAIN VEHICLE FINANCING**
8. If this Vehicle Service Contract has been financed, the leinholder shall be entitled to any refunds resulting from the cancellation of the Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle or total loss of the vehicle.

APPLICANTS ACKNOWLEDGMENT: I hereby apply for the service agreement for the vehicle identified above. My signature below signifies that I have reviewed and understand the time, mileage limitations, coverages, maintenance required and claims procedures. I have also reviewed the options listed above and I further acknowledged that if no option(s) are listed above that indicates that no option(s) will be covered. I understand that this Agreement is between the Obligor and applicant.

Signature: _____

Date: 5/10/18



HOW TO FILE A NEW CLAIM WITH SAS

BEFORE REPAIRS ARE MADE CONTACT SAS AT 888-668-4360 OR GO ONLINE TO www.truckmasterplus.com/claim TO START A NEW CLAIM

CONTRACT HOLDERS RESPONSIBILITY: It is the responsibility of the Contract Holder (vehicle owner) to authorize the repair facility to inspect, diagnosis and troubleshoot any problem they are experiencing. Contract Holders are responsible for any charges for diagnostics until a warrantable failed part has been identified. The part in question must be listed in the service contract in order to be eligible for coverage. At that point SAS will initiate the claim, negotiate with the repair facility and process agreed amount of payment. The Contract Holder is responsible to pay the stated deductible amount in their contract, any additional labor costs above the maximum reimbursement amount stated in the contract, shop supplies fees, any other repairs made that are not approved repairs and any other charges that are not specified in the contract. **Repairs made without prior authorization will not be eligible**

REPAIR FACILITIES: SAS will need a detailed estimate that contains what diagnostics were performed, electronic supporting documents such as ECM printouts showing the fault codes, OEM diagnostic data if available, photographs of failed parts if available and an itemized list of the parts required to repair a warrantable failed part. It is imperative we receive this data as soon as possible because without supporting documentation the claim process will be delayed. **Repairs made without prior written authorization will not be eligible.**

SAS RESPONSIBILITIES: Once SAS approves the claim they will send a written approval that itemizes exactly what they will be paying for. When SAS receives the final invoice signed by the Contract Holder and all supporting documentation requested, they will issue a credit card payment authorization immediately for the pre-approved dollar amount. After the credit card has been processed SAS will need a copy of the transaction receipt.

Our obligations and the performance to **you** under this **Contract** are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, 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.

REPORT A NEW CLAIM OR INQUIRE ABOUT A CLAIM IN PROCESS CALL: 888-668-4360

24 HOUR ROADSIDE ASSISTANCE CALL: 855-216-6423

claims@saspros.com

www.truckmasterplus.com/claims

VEHICLE SERVICE CONTRACT TRANSFER FORM

Please complete this form and send it to the Administrator (with the appropriate transfer fee), in the event that the sale of Your Vehicle and the Vehicle Service Contract is to be transferred to the new owner (i.e., Vehicle is sold through consignment or private party). Please note the following:

- 1) This transfer CANNOT be made if the title transfer passes through an entity other than the subsequent buyer (i.e., the Vehicle is traded in on the purchase of another vehicle at the dealership, leasing agency or entity/individual in the business of selling automobiles, or in the event of valid repossession by the lienholder). A copy of the "Bill of Sale or Title Transfer" may be required to complete the transfer.
- 2) The transfer of the Vehicle Service Contract must be accomplished within thirty (30) days of the sale of Your Vehicle.
- 3) Any remaining factory warranty MUST also be transferred at the same time. Future claims will be adjusted on the basis that the remaining factory warranty was transferred, whether or not this was accomplished.
- 4) All maintenance records showing correct oil changes and factory maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of the Vehicle Service Contract. If necessary, these documents will be verified by the Administrator at the time a claim occurs.
- 5) **A transfer fee is required and must be submitted with this transfer form. Checks should be made payable to the Administrator as listed on Your Registration Page.**
- 6) Please check the Transfer Section of the Vehicle Service Contract for Your fee amount and any additional transfer provisions that may be required by the Contract.
- 7) This Contract can be transferred only once. This transfer must be initiated by the original Contract Holder.
- 8) If a balance is owed on this Contract to a premium finance company the original Contract Holder and the subsequent Contract Holder must make arrangements with the premium finance company to transfer the balance due on this Contract to the subsequent Contract Holder. This Contract transfer is contingent on the proper registering and acceptance of the balance transfer with the premium finance company. If the balance transfer is not accepted the premium finance company may cancel this Contract.

TRANSFER FORM

(Please Print)

Contract Number VIN (Last 6 digits only)

Date Vehicle Transferred Mileage at time of sale

Name of (New) Vehicle Owner

Address

City State ZIP Code

Telephone Purchase Price to New Owner

IMPORTANT NOTE: Coverage will not be effective until the Original Owner signs this form as indicated and the New Owner receives a notification letter from the Administrator. Call the Administrator if letter does not arrive within thirty (30) days of submitting this transfer.

By my signature, I hereby verify that the information shown on this form is true, correct and complete.

Original Owner (Print Name) Telephone

Original Owner (Signature) Date

I, (New Owner/Print Name) , a resident of the City of

and State of , hereby acknowledge that I have been informed of, understand and agree with the following:

I am currently applying for a transfer of the above referenced Vehicle Service Contract. I understand and agree that as a condition of the transfer of said Vehicle Service Contract I am responsible for obtaining any and all service records pertaining to the above referenced vehicle.

I understand and agree that if the vehicle in question was not/is not maintained properly before or after my purchase of same and/or I fail to obtain service records substantiating that the vehicle in question was maintained properly before or after my purchase of same, any claims arising in the future may be denied for reimbursement under the condition set forth in the above referenced Vehicle Service Contract.

I understand and agree that if I have any questions regarding this statement and/or Transfer of the above referenced Vehicle Service Contract, I can contact the Administrator of same.

I have read this statement, I understand and agree with all the terms, conditions and provisions as set forth in same. I execute it voluntarily and with full knowledge of its significance.

Your Signature (New Owner)

Date