

SUMMIT PLATINUM **VEHICLE SERVICE CONTRACT**

THE PROTECTION PROVIDED IN THIS CONTRACT IS IN CONJUNCTION WITH THE MANUFACTURER'S WARRANTY.
CONTACT THE ADMINISTRATOR BEFORE PERFORMING ANY REPAIRS: 877-238-3417

Registration No. _____		Serial No. _____	
PURCHASER		SELLER	
LENDER			
Vehicle: _____	Year: _____	Type: _____	Number of Cylinders: _____
Vehicle Code: _____		Mfg. Power Train Warranty: _____	Train: _____
Vehicle Purchase Price: \$ _____		Vehicle Sale Date: _____	Original In-Service Date: _____
			Sale Mileage: _____
EXPIRES ON	OR WHEN ODOMETER EXCEEDS		MILES, WHICHEVER OCCURS FIRST
Deductible \$ _____	Rental \$30.00	Contract Purchase Price _____	Business Usage _____
			One Ton Vehicle _____

TERMS AND CONDITIONS

CONTRACT: This Vehicle Service Contract ("CONTRACT") is between the Provider ("PROVIDER") and the Purchaser ("PURCHASER") of the Vehicle ("VEHICLE") as specified above. The CONTRACT provides specific protection for the parts (which are not excluded) for the time or mileage as specified above, whichever occurs first. Subject to the terms and conditions of this CONTRACT, itemized herein, provisions for payment will be made to repair or replace, at reasonable cost for parts and labor, any parts (which are not excluded) in this CONTRACT as authorized by the ADMINISTRATOR, if required due to a MECHANICAL BREAKDOWN. The decision concerning procedure to repair or replace the parts shall be made at the discretion of the ADMINISTRATOR. Replacement of parts may be with like kind and quality (i.e. new, remanufactured or pre-owned parts). COST is defined as repair costs that are recognized locally and/or nationally for a similar repair. (We may use published parts and labor guides to establish our costs.) As a condition pursuant to the obligations to provide for the payment of authorized repairs, the PURCHASER shall have complied with all terms and conditions of this CONTRACT.

ADMINISTRATOR: Means Mechanical Breakdown Protection, Inc. (MBPI) 250 NE Mulberry Lee's Summit, Missouri 64086, 877-238-3417.

PROVIDER: Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, Missouri 64086. This Contract is between You and the Provider. The Provider's performance under this Contract is insured by a policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, Florida 32224, 800-621-4871. If a covered claim is not paid within sixty (60) days after a proof of loss has been filed, you may file a claim with First Colonial Insurance Company at the address listed above.

MECHANICAL BREAKDOWN: The term Mechanical Breakdown ("MECHANICAL BREAKDOWN") as used in this CONTRACT, is defined as a breakage or total failure of a covered part. BREAKDOWN does not provide for damage resulting from the failure of an excluded part(s) or the lack of proper maintenance services. Minor loss of fluid or seepage is considered normal and is not considered a MECHANICAL BREAKDOWN.

DEDUCTIBLE: In the event of a BREAKDOWN of a part, repaired or replaced under the terms and conditions of this CONTRACT, the PURCHASER will be subject to pay the applicable deductible as specified above per visit.

MANUFACTURER'S WARRANTY: In the event of a BREAKDOWN of a part, whose repair or replacement is provided for under a Manufacturer's Warranty or Special Policy Program, payment will be provided for the required manufacturer's deductible, less the deductible specified above.

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. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS CONTRACT.

SUBSTITUTE TRANSPORTATION: Should the PURCHASER'S VEHICLE become inoperable due to the breakdown of a part (not excluded), upon authorization, payment will be provided to reimburse the PURCHASER for actual expenses incurred when renting a vehicle from a licensed car rental agency. Benefits will be allowed only for reasonable time necessary to complete the repair with a maximum benefit of five (5) calendar days. Maximum daily rental allowance is thirty dollars (\$30.00) per day, not to exceed one hundred fifty dollars (\$150.00) per visit. If due to parts availability, and the repair cannot be completed in five (5) calendar days, an additional five (5) days may be allowed at thirty dollars (\$30.00) per day with a maximum additional benefit of one hundred fifty dollars (\$150.00), PROVIDED ADDITIONAL AUTHORIZATION IS OBTAINED FROM THE ADMINISTRATOR.

MAINTENANCE AND PARTS EXCLUDED

A. Maintenance services and parts, including: engine tune-up, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, radiator hose, heater hose, by-pass hose, wiper blades, air conditioning recharge, fluids, spark/glow plugs and wires, manual clutch disc lining, pressure plate, throwout bearings, brake pads, drums, rotors and linings, distributor cap, wiper arms, pcv valve and pcv hose/line.

B. Alignment of bumper and body parts, service adjustments/cleaning, tightening of fasteners (nuts, bolts, screws). Door handles, door hinges, cup holders, consoles, knobs, televisions, telephones, air shocks and air springs.

C. Glass, lenses, sealed beams and light bulbs. Headlamp assembly, tail light assembly, brake light assembly and fog lamp assembly.

D. Tires, wheels and studs, wheel covers, battery and cables, shock absorbers.

E. After market parts and accessories not produced by the VEHICLE'S manufacturer.

F. Bumpers, impact absorbers, sheet metal, body panels, frame and sub-frame, welds, carpet, trim, upholstery, convertible or vinyl tops, moldings and bright metal, air and water leaks, wind noise, weather strips, squeaks and rattles, paint, rust, airbag systems, safety restraint systems, dashpad and sunvisors.

G. Loss caused by contaminated fuel system, exhaust system (except exhaust manifold). Fuel injectors covered for electrical failure only.

WHAT TO DO IN THE EVENT OF A BREAKDOWN

PURCHASER

1. Return the VEHICLE to the selling dealer.
2. If the VEHICLE cannot be returned to the selling dealer, take the vehicle to the nearest franchise dealership. In the event that we are unable to obtain favorable conditions for the repair of covered failures at a particular repair facility we reserve the right to prohibit the use of that facility for providing covered repairs. In any such case, at your request, we will assist you to identify alternative repair facilities that will provide you with favorable conditions for the repair of any covered failure.
3. Provide the dealer/repair facility with your CONTRACT and ensure that prior authorization is obtained from the ADMINISTRATOR. We reserve the right to require an inspection of Your Vehicle prior to repairs.
4. Within 90 days, mail necessary documentation to ADMINISTRATOR for authorized reimbursement.

REPAIR FACILITY

1. The repair facility must contact the ADMINISTRATOR before working on the VEHICLE to verify coverage and obtain prior authorization.
 2. Obtain the PURCHASER'S authorization for inspection and disassembly to determine the cause of the BREAKDOWN.
 3. Obtain a claim authorization number from the ADMINISTRATOR prior to any repairs.
- Failure to follow the above procedures shall NULLIFY THE CLAIM, and cost incurred may not be recoverable.
IF THE PURCHASER RELOCATES, HAS A CLAIM WHILE TRAVELING, OR REQUIRES ASSISTANCE OR ADDITIONAL INFORMATION, CALL THE ADMINISTRATOR.

This CONTRACT will cover necessary repairs to ALL of your vehicle's mechanical and electrical parts, except for those items listed under "MAINTENANCE AND PARTS EXCLUDED" and "EXCLUSIONS FROM COVERAGE".

PURCHASER'S RESPONSIBILITIES AND MAINTENANCE REQUIREMENTS

The PURCHASER acknowledges he/she has read, understands and accepts the terms and conditions of this CONTRACT, and has not relied upon the statements or promises of any person unless expressly stated in this CONTRACT. It is the PURCHASER'S responsibility to retain and have available upon request, all service records and/or receipts for proof of purchase for services and required materials. To receive the full benefits of this CONTRACT, the PURCHASER must have the VEHICLE serviced as follows:

The PURCHASER must follow the manufacturer's recommendations as specified in the owner's manual for maintenance. *NOTE* manufacturer's maintenance interval recommendations are for "normal" operating conditions. Special operating conditions (i.e. short duration trips, idling and/or low speed operation in stop or go traffic, towing of a trailer, operation in dusty areas) require increased frequency of maintenance services. Complete details are in owner's manual. It is the PURCHASER'S RESPONSIBILITY TO CHECK FLUID LEVELS ON A WEEKLY BASIS.

IF CONTAMINATION OF LUBRICANTS OR FLUIDS OCCURS, IMMEDIATE SERVICING IS REQUIRED.

EXCLUSIONS FROM COVERAGE

This CONTRACT does not provide coverage for:

1. ANY LOSS/ EXPENSE OCCURRING OUT OF THE REPAIR AND/OR REPLACEMENT OF A PART NOT AUTHORIZED BY THE ADMINISTRATOR.
2. A BREAKDOWN occurring to a VEHICLE operated outside the United States of America or Canada.
3. Any loss or expense occurring out of the repair and/or replacement of maintenance service or excluded parts (refer to Maintenance and Parts Excluded section).
4. The cost of diagnostic inspection, disassembly and/or reassembly, if the inspection determines that the failure was not a BREAKDOWN under the terms and conditions of this CONTRACT.
5. Damages caused by predetonation or detonation are not considered a BREAKDOWN under the terms and conditions of this CONTRACT.
6. A BREAKDOWN of a part resulting from the PURCHASER'S refusal to previously perform reasonable repairs and/or maintenance services recommended by the repair facility or ADMINISTRATOR.
7. Excessive cost to repair or replace a part. Reasonable cost being: Manufacturer's suggested retail price on parts and labor hours (determined by a flat rate labor manual, i.e. Chilton) multiplied by the customary regional labor charge for the repair/replacement of a protected part.
8. Loss caused by a failure to properly operate or care for the VEHICLE (before or after a BREAKDOWN occurs) including: negligence, damage, misuse, abuse, using the VEHICLE for competitive driving, racing or off road trails or pulling a trailer exceeding the manufacturer's rated capacity of the VEHICLE.
9. For any BREAKDOWN caused by freezing, inadequate coolant, lubricants or fluids, or any BREAKDOWN to a part resulting from contamination of fluids, rust, corrosion, foreign material, sludge or carbon deposits.
10. If there are modifications to the VEHICLE not recommended by the manufacturer done before or after the effective date of this contract and that modification results in a failure of a covered part, that covered part is not eligible under this contract.
11. Repairs needed because of modifications not authorized BY THE MANUFACTURER INCLUDING improper tire/wheel size.
12. Loss or expense to the VEHICLE, when the odometer is inoperative or stopped, improper recorded calculation, tampered with or altered.
13. Repair or replacement of a part to correct conditions that existed prior to the inception date of this CONTRACT.
14. Repair/replacement of any part(s) while covered by any Manufacturer's Warranty, a repairer's guarantee or by an insurance policy, which shall be responsible for such repairs whether collectible or not.
15. Repair or replacement of any parts not supplied by the factory and/or does not meet or exceed factory specifications.
16. Collision or upset, breakage of glass, missile, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, smoke, bodily injury or property damage arising or allegedly arising from a defect of a part.
17. Ineligible vehicles: Any vehicle used for rental, shuttle, taxi, limousine service, delivery or hauling services, newspaper or mail delivery, police or law enforcement services, fire, ambulance or emergency services or other public service vehicles, security services, oil field vehicles, cable or line installation/removal vehicles. Any vehicle equipped with dump bed, towing equipment, snow plow, cherry pickers, lifting or hoisting equipment (excluding handicap lifts), step van, high-cube van or box bodies or motor homes. Any grey market vehicles, salvaged or branded title vehicle or vehicles where the manufacturer's warranty has been voided or rescinded. All Limited Production and/or Exotic vehicles that are considered high performance, including, but not limited to all models of Alfa Romeo, Daewoo, Jaguar, Peugeot, Porsche, Renault, Sterling, Yugo, Hummers, Land Rovers, Range Rovers and Vipers. The Mercedes Maybach and the Mercedes 500 and 600 series, the BMW 600, 700, 800, Z3, Z4, Z8 and M series, the Ford GT, the Mitsubishi 3000GT, the Mitsubishi VR4. Rental vehicles, motor homes, RV's. Any vehicle manufactured as a cab or chassis or over one ton or over 13,000 lbs. GVWR. Vehicles sold by other dealers, lessors or private parties. Any vehicle considered a Classic (older than 20 years) or any diesel vehicle older than 1990. Any vehicle which has been mechanically modified from the original manufacturer's specification. All commercial use vehicles.

LIMIT OF LIABILITY: The total of all benefits paid or payable under this CONTRACT shall not exceed the price the PURCHASER paid for the VEHICLE (excluding taxes, license and fees). In no event will the liability for each MECHANICAL BREAKDOWN, under this CONTRACT exceed the actual cash value of the VEHICLE (based on the current NADA trade-in value) at the time immediately preceding the MECHANICAL BREAKDOWN. The PROVIDER'S liability for incidental and consequential damages including, but not limited to, loss of use of specified VEHICLE or resulting inconvenience, loss of time, storage charges, lodging, other travel cost, income, maintenance, or from the breach of any implied warranties arising by law, is expressly excluded. The PROVIDER may direct termination of this CONTRACT, if the operation of the VEHICLE fails to comply with the terms and conditions of this CONTRACT.

TRANSFER PROCEDURE: This CONTRACT provides transfer benefits for the original PURCHASER and the specified VEHICLE only. The CONTRACT is transferable one time, subject to a fifty dollar (\$50.00) transfer fee, provided: A) the VEHICLE has less than 80,000 miles at time of sale/transfer; B) transfer is being made from original PURCHASER to a subsequent private owner (it may not be transferred to a dealer or the customer of a dealer); C) proof of transfer of the remaining Manufacturer's Warranty is provided; D) acceptable documentation that the VEHICLE was maintained in accordance with the "Maintenance Requirements" of this CONTRACT. Contact the ADMINISTRATOR at 1-877-238-3417 for instructions to receive this benefit. Submission must be completed within thirty (30) days of sale of VEHICLE.

CANCELLATION PROCEDURES: This CONTRACT provides cancellation benefits for the original PURCHASER/LENDER/PROVIDER only. The PURCHASER/LENDER/PROVIDER may cancel this CONTRACT at any time, including when a loss of the CONTRACT occurs or when you sell the VEHICLE without transfer of this CONTRACT. Written notice to the Purchaser will be mailed within fifteen (15) days of cancellation. To cancel, you must submit a written request and return this CONTRACT to the Selling Dealer or directly to US. In the event a request from the PURCHASER/LENDER/PROVIDER is made within sixty (60) days of purchase and no claims have been filed, a flat cancellation will be allowed. If the PURCHASER/LENDER/PROVIDER requests a cancellation after sixty (60) days or has filed a claim, the ADMINISTRATOR agrees to calculate and make available a pro-rata refund percentage figure based on time or mileage, whichever refund is less, less any claims paid. The PROVIDER and SELLER agree to return their respective portions of the pro-rata refund to the PURCHASER/LENDER/PROVIDER. In the event of a lien the LENDER will be named as co-payee on the refund check. The LENDER will be the sole payee when the collateral has been repossessed or is a total loss. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days. All cancellations are subject to a fifty dollar (\$50.00) cancellation fee, except flat cancels. For GMAC financed contracts that are cancelled within thirty (30) days of purchase, the cancellation fee is waived. TO CANCEL THIS CONTRACT: A) return to the Selling Dealer; B) surrender the original copy of this CONTRACT; C) provide an affidavit stating the odometer reading at time of request. If this is not possible, contact the ADMINISTRATOR at 877-238-3417 for assistance.

ARBITRATION: If You and We fail to agree on any matter concerning this Contract, we each hereby agree to submit to have the matter settled through arbitration. Utilizing the STREAMLINED ARBITRATION RULES OF THE NATIONAL ARBITRATION ASSOCIATION, You and We will each select an arbitrator and the two arbitrators selected in this fashion will select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon You and Us.

OUR RIGHTS TO RECOVER FUNDS PAID ON YOUR BEHALF: If You have a right to recover any funds that We have paid under this Contract, You hereby assign those rights to us. Your rights become our rights and you agree to do whatever is necessary to enable Us to enforce those rights. We shall be entitled to retain only funds that reimburse our actual costs and only after You are fully compensated for Your loss.

EMERGENCY ROADSIDE ASSISTANCE:

The following Emergency Roadside Services will be provided for you on the covered vehicle up to a maximum of **\$75.00** per occurrence. The Obligor and administrator for the Emergency Roadside Services is Auto Road, Inc., P.O. Box 55698, Sherman Oaks, CA 91413.

24-hour emergency road service is provided when **Your Vehicle** is disabled as long as this **Contract** is in effect and is available only by calling **1-888-567-8655** (limit one tow per disablement). Please provide the dispatcher with **Your Account Number of 130030**. Emergency road service consists of:

Mechanical First Aid: Any service requiring a minor adjustment (exclusive of parts) to enable **your vehicle** to proceed under its own power.

Tire Service: Changing an inflated spare from tire to wheel.

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

Delivery Service: Delivery of an emergency supply of gasoline, oil or water and other accessories and supplies as may be required and available. Cost of materials being delivered will be paid by **You**.

Towing Service: When a vehicle is disabled, it can be towed up to 35 miles to a destination of **YOUR** choice by an authorized towing service, up to the program limits of **\$75 per occurrence**.

Locksmith Service: If keys are locked inside **Your Vehicle**, a locksmith will be dispatched for service.

TRIP INTERRUPTION:

In the event of a mechanical **Breakdown** occurring more than 100 miles from your home and caused by a part covered by this Agreement, even a part covered by this Agreement that is also covered by the manufacturer's warranty, you may receive up to \$50 per day up to 3 days for meals and lodging. Contact 1-800-993-8473.

ELIGIBILITY:

There is a thirty (30) day elimination period from the contract purchase date before coverage begins.

In the event a **Breakdown** occurs and **Your Vehicle** becomes inoperative during evening/night hours, holiday or weekend, **You** have the authority to have the vehicle repaired under "Emergency Status" not to exceed four hundred dollars (\$400.00). **You** must obtain from the repair facility, proper documentation relating to the vehicle and performed repairs. **You** must then contact the **Administrator** the next business day by calling the **Administrator** phone number listed on the face of the contract to determine coverages under the terms and conditions of this **Contract**. Only reasonable and customary costs will be paid.

If any representation has been made to **You** that **You** would receive a refund of the **Contract** purchase price if **You** made no claims during the **Contract** term, such representation was made without the consent of the **Administrator** (Mechanical Breakdown Protection, Inc. "MBPI") and is not binding on the **Administrator**. MBPI **does not** offer a cost refund of the **Contract** price after the **Contract** term has expired if no claims are made.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

The following State Specific Requirements apply if YOUR CONTRACT was purchased in one of the following states and supersede any other provision herein of the contrary:

ALABAMA

The CANCELLATION PROCEDURES section is amended to include the following: If this CONTRACT is originally delivered to you by mail, you may cancel this Contract within twenty (20) days after the date the contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. All cancellations are subject to a twenty-five dollar (\$25) cancellation fee.

ARIZONA

The CANCELLATION PROCEDURES section is amended to include the following: We may not cancel or void this Service Contract due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent and workmanlike manner, (2) pre-existing conditions, (3) prior use or unlawful acts relating to the covered vehicle, (4) Our misrepresentation, (5) ineligibility of the vehicle for coverage under the program, (6) the odometer is inoperative, stopped, tampered with or altered and (7) modifications or alterations to the VEHICLE not recommended by the manufacturers. For purposes of the foregoing sentence, the words We and Our refer to the Administrator Obligor and all representatives, assignees and subcontractors of the Administrator Obligor.

CALIFORNIA

Under Terms and Conditions, First Colonial Insurance Company is replaced by Northbrook Indemnity Company as the insurer.

The IMPORTANT NOTICE section is amended with the following: If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357.

Under EXCLUSIONS FROM COVERAGE, 18. is added: This CONTRACT does not provide for preventative maintenance.

The CANCELLATION PROCEDURES section, is amended with the following: All percentages are calculated from the original in-service date and zero miles. If this CONTRACT is canceled after the first sixty (60) days, we will deduct from the refund a cancellation fee equal to ten percent (10%) of the CONTRACT purchase price or twenty-five dollars (\$25), whichever is less. The cancellation will be mailed postmarked before the 61st day after the date the service CONTRACT was sold. The service CONTRACT will be terminated no less than 5 days after the postmarked date of the notice.

CONNECTICUT

Under Terms and Conditions, First Colonial Insurance Company is replaced by Northbrook Indemnity Company as the insurer.

The following is added to the WHAT TO DO IN THE EVENT OF A BREAKDOWN section: If the Vehicle is in a repair facility at the time of contract expiration, the expiration date will automatically be extended until the repair is complete.

If You have complaints or questions regarding the CONTRACT, You may contact the 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 price of the product, the cost of the repair of the product and a copy of the CONTRACT.

Under CANCELLATION PROCEDURES, the following is added: You may cancel this CONTRACT if the Vehicle is sold, lost, stolen or destroyed.

GEORGIA

The CANCELLATION PROCEDURES section is amended to include the following: We may cancel this CONTRACT based on one or more of the following reasons: (A) for fraud or a material misrepresentation made by You; or (B) for non-payment of the CONTRACT Purchase Price. If We cancel this CONTRACT, We will mail written notice of cancellation to You at least ten (10) days prior to the effective date of cancellation if this CONTRACT is canceled due to non-payment of the CONTRACT Purchase Price, or thirty (30) days prior to the effective date of cancellation if this CONTRACT is canceled for any other reason. Cancellation shall be in accordance with O.C.G.A. §33-24-44. Paid claims and cancellation fees are not considered when calculating return premium.

Under EXCLUSIONS FROM COVERAGE, paragraph 12 the following is added to the end of the sentence: while owned by You.

Under the EXCLUSIONS FROM COVERAGE, paragraph 13 the following is added to the end of the sentence: and were known to You.

Under the EXCLUSIONS FROM COVERAGE, paragraph 9, "SLUDGE" is deleted.

Exclusion 10 should be amended to read "If there are modifications to the vehicle *made by you or with your knowledge.....*"

Exclusion 11 should be amended to read "Repairs needed because of modifications *made by you or with your knowledge.....*"

The Arbitration paragraph is deleted in its entirety.

For Summit Platinum, Gold and Silver contracts only, the coverage term will commence at the end of the elimination period.

HAWAII

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor vehicle as follows:

Used vehicles with less than 25,000 miles at the time of sale

Provides Coverage for 90 days or 5,000 miles, whichever occurs first.

Used vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale

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

Used vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale

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

The Vehicle you have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty. Notice of cancellation will be delivered to You by registered mail five (5) days prior to cancellation. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If cancellation is due to nonpayment of the agreement price, material misrepresentation, or a substantial breach of duties under the service Contract, such notice will not be required.

IDAHO

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

ILLINOIS

The following sentence is added to EXCLUSIONS FROM COVERAGE: This service contract does not apply to any mechanical breakdown or failure caused by normal and abnormal wear and tear. The CANCELLATION PROCEDURES section is amended to include the following: All cancellations are subject to a fifty dollar (\$50) cancellation fee or ten percent (10%) of the CONTRACT Purchase Price, whichever is less.

INDIANA

The following language is added to page 2: Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract.

IOWA

Notice: The Iowa Commissioner of Insurance may be contacted at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065.

KENTUCKY

The following sentence is added to EXCLUSIONS FROM COVERAGE: This service contract does not apply to any mechanical breakdown or failure caused by normal and abnormal wear and tear. Emergency Roadside Assistance is covered by this CONTRACT only if it pertains to a covered repair.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR 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.25 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 ninety (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 sixty (60) days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for thirty (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 Definition, Coverage, and Exclusions stated in this CONTRACT apply only to this CONTRACT and not the terms of the required dealer warranty.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract. If you purchased a used vehicle, upon request and payment of \$10.00, the administrator will provide a copy of the owner's manual to you. There is no exclusion for pre-existing conditions, normal wear and tear or repairs caused to a covered part by a non-covered part or by "consequential" damage from a non-covered part. Exclusion of coverage for odometer tampering in any form applies only if it occurs and you fail to repair while the vehicle is owned by you. There is no exclusion for repairs or replacements of motor vehicle components which were not operating properly in accordance with Manufacturer's specifications at the time of sale of this Service Contract or if the vehicle is found to be rebuilt or refurbished from a total loss or to have a branded title.

NEBRASKA

The Arbitration section is replaced by the following: In the event of a disagreement between you and us the matter can go to arbitration upon mutual agreement of both parties. Once a loss occurs, upon mutual agreement of both parties the matter can be submitted to arbitration.

NEVADA

The CANCELLATION PROCEDURES section is amended to include the following: After this CONTRACT has been in effect for seventy (70) days, We may not cancel this CONTRACT except for one of the following reasons: (A) if You fail to pay an amount when due; (B) if You are convicted of a crime which results in an increase in the service required under this CONTRACT; (C) discovery of fraud or material misrepresentation by You in obtaining this CONTRACT or in presenting a Claim for service; (D) discovery of an act or omission by You or if You violate any condition of this CONTRACT after the effective date of this CONTRACT which substantially and materially increases the service required under this 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 which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the CONTRACT was issued or sold. If We cancel this CONTRACT based on one or more of the above reasons, We will mail written notice of cancellation to You at least fifteen (15) days prior to the effective date of cancellation. We will refund the unearned CONTRACT purchase price to You calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the CONTRACT was in force or the number of miles the vehicle was driven prior to cancellation.

This agreement is non-renewable.

NEW HAMPSHIRE

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the application for the Administrator's address and toll-free number. New Hampshire residents only may also contact the New Hampshire Insurance Commissioner at the following address: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

NEW MEXICO

The cancellation section of this Contract is amended to include the following: If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract.

NORTH CAROLINA

The purchase of the contract is not required either to purchase or to obtain financing for the motor vehicle indicated in the schedule.

The cancellation section of this Contract is amended to include the following:

If the PURCHASER/LENDER/PROVIDER requests a cancellation after 60 days and has filed a claim, the ADMINISTRATOR agrees to calculate and make available a pro-rata refund percentage figure based on time or mileage, less an administration fee of (\$50) or 10% of the pro-rata refund amount, whichever is less.

OKLAHOMA

In the "PROVIDER" section, Vehicle Protection, Inc. is replaced by MO Vehicle Protection, Inc.

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

All refunds payable to you under this Contract in the event you cancel this Contract shall be payable to you and any lien holder as your respective interests may appear.

The section entitled "CANCELLATION PROCEDURES" is replaced in its entirety with the following: If your vehicle has been repossessed, declared a total loss or you give notice of cancellation, this Contract will terminate. You may cancel this Contract at any time by notifying the Selling Dealer or Administrator in writing of intent to cancel. You must also send the Selling Dealer or Administrator this Contract and a notarized statement indicating the actual mileage (odometer reading) of your vehicle at the date of the request. If this Contract is canceled within the first thirty days, you will receive a full refund. If this Contract is canceled after the first thirty (30) days, your refund will be determined by multiplying the amount you paid for this Contract by the lesser of the ratio determined by (a) the number of in-force days remaining for the ASTATE907

OKLAHOMA (cont.)

Contract compared to the original term of the contract, or (b) the miles of remaining coverage under the Contract compared to the original terms of the Contract. If there is no lien holder, the refund will be paid to you. If there is a lien holder the refund will be paid to the lien holder. If the Contract holder elects cancellation, refund will be based upon ninety percent (90%) of the unearned pro rata premium. **Note:** Transferred Contracts are not eligible for cancellation refunds. This service contract is non-cancelable by the Administrator.

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 60 days or 3,000 miles, whichever occurs first.

Used vehicle 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.

SOUTH CAROLINA

The cancellation section of this Contract is amended to include the following: If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract.

If the provider does not timely resolve such matters within sixty (60) days of proof of loss, they may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

TEXAS

All unresolved complaints concerning us or questions concerning the regulation of service agreement providers may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202. The cancellation section of this Contract is amended to include the following: If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract.

UTAH

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

The Contract purchase price is payable, in full, at the time of purchase. For emergency repair status: as soon as reasonably possible, you should report the repairs to the Administrator.

The CANCELLATION PROCEDURES section is amended to include the following: Non payment cancels need 10 days notice after delivery; Cancellations for acceptable grounds need 30 days notice after delivery ("Acceptable grounds" means (i) material misrepresentation, (ii) substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract, or (iii) substantial breaches of contractual duties, conditions or warranties); Cancellations in the 1st 60 days need a 10 day notice after delivery.

WASHINGTON

The cancellation section of this Contract is amended to include the following:

You may cancel this Contract if You have not made a claim under the Contract.

Returned Contracts are void from inception date and We must issue a refund to You as specified below:

If You return the service contract in 9 days or less, we must refund the full purchase price on the Contract.

If You return the service contract in 10-30 days, we must refund the full purchase price, less a cancellation charge of up to \$25.

If You return the Contract after 30 days, we must refund the purchase price on a pro rata basis and issue a pro rata refund based upon either elapsed time or mileage computed from the date the Contract was purchased, less a cancellation charge of up to \$25.

WISCONSIN

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

Any reference to obtaining "PRIOR AUTHORIZATION" is amended as follows: Prior to any repair being made, instruct the repair facility to contact the administrator to obtain authorization for the claim.

Failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the Administrator is prejudiced by the contract holder's failure to obtain authorization.

Section "CANCELLATION PROCEDURES" is amended to reflect that paid claims are not considered when calculating return premium.

WYOMING

Under Terms and Conditions, First Colonial Insurance Company is replaced by Northbrook Indemnity Company as the insurer.

The cancellation section of this Contract is amended to include the following: If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract.