

## Section I. DEFINITIONS

Throughout this Vehicle **Service Contract** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Administrator** — Means the company that provides administrative services for this **Service Contract**: American Colonial Administration, LLC, 425 Metro Place North, Suite 300, Dublin, OH 43017, 1-855-807-2885.

**Breakdown** — Means the failure of any original or like replacement part covered by this **Service Contract** to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the vehicle manufacturer in the Owner's Manual.

**Commercial Use** — Means a **Vehicle** used for daily, weekly, monthly rentals, and leases up to a maximum of twelve (12) months. Rental or Lease use requires that a single principal renter/lessor/operator is responsible for **Vehicle** maintenance and regular **Vehicle** services. **Commercial Use Coverage** will also apply if the **Vehicle** is operated as part of a for-profit business or enterprise such as a traveling salesperson. This surcharge is mandatory as it applies. **Commercial Use** must be selected on the **Registration Page** and purchased to qualify for **Coverage**.

**Contract, Service Contract** — Means this **Contract** and the completed and signed **Registration Page**, which forms this **Service Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other important information.

**Contract Charge and/or Premium** — Means the amount **You** paid for this **Service Contract** as shown on the **Registration Page**.

**Contract Holder, You, and Your** — Means the purchaser shown on the **Registration Page** or the person to whom this **Contract** was properly transferred.

**Contract Purchase Date** — Means the date **You** purchased this **Service Contract** as shown on the **Registration Page**.

**Coverage** — Means the protection **You** have selected and purchased, as shown on the **Registration Page**.

**Covered Part(s)** — Means **Your Vehicle's** original mechanical or electrical part(s) or component(s) at time of purchase, as described under **SCHEDULE OF COVERAGES** in this **Contract**, or like replacement part(s) or component(s) meeting the manufacturer's specifications.

**Deductible** — Means the amount **You** are required to pay, as shown on the **Registration Page**, per repair visit for a covered **Breakdown** authorized by the **Administrator**. Once a part or component is repaired or replaced under the terms of this **Contract**, any **Deductible** amount for future repairs to that part or component will be waived.

**Reasonable Cost** — Means the 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. The **Administrator** reserves the right to determine which labor manuals will be recognized. At the **Administrator's** sole discretion, replacement parts used in covered repairs may include new, non-OEM, remanufactured, or used parts.

**Registration Page** — Means the document, which must be attached to and, becomes part of this **Service Contract**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Repair Facility** — Means a **Repair Facility** licensed and/or regulated by the state to perform repairs for profit. The **Repair Facility** must have a business license or tax identification number and provide a written Parts and Labor Guarantee of at least six (6) months and six thousand (6000) miles. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

**Schedule of Coverages** — Means the section of this **Contract** which lists the **Coverages** available to **You** for **Your Vehicle** under this **Contract**. The specific **Coverage** **You** have selected is identified in the **Coverage** Information section of the **Registration Page**.

**Selling Dealer, Dealership** — Means the retail seller of the **Vehicle** and/or **Service Contract** as shown on the **Registration Page**.

**Vehicle Purchase Date** — Means the date **You** purchased **Your Vehicle** from the **Selling Dealer** as shown on the **Registration Page**.

**Waiting Period** — Means thirty (30) days and one thousand (1,000) from the **Contract Purchase Date**. However, one (1) month and one thousand (1,000) miles will be added to the end of **Your Contract** term. Claims incurred during the **Waiting Period** are not covered.

**We, Us and Our(s)** — Means the entity who is obligated ("Obligor/Provider") to perform under this **Service Contract**: Global Auto Solutions, Inc., 425 Metro Place North, Suite 300, Dublin, OH 43017, 1-855-807-2885.

**Your Vehicle or Your Unit** — Means the RV Motor Home or Recreational Vehicle described on the **Registration Page**.

## Section II. SCHEDULE OF COVERAGES

### PRIORITY COVERAGE

If **You** have purchased **Priority Coverage** as shown on the **Registration Page**, the following **Coverage** categories are covered by this **Contract**. Parts not listed are not covered.

#### Breakdown Coverage

**We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of a mechanical or electrical part listed below, less any **Deductible**, in accordance with Section III. GENERAL PROVISIONS contained in the **Contract**. Reimbursement amounts for replacement parts or components may be based on new, non-OEM, remanufactured, or used parts at the **Administrator's** sole discretion.

1. **ENGINE:** Cylinder block, Cylinder head(s) and all internally lubricated parts contained within the engine including: pistons, wrist pins, rings, cylinder liner sleeves, connecting rods and bearings, crankshaft and main bearings, camshaft, followers, lifters, cam bearings, push rods, valves, valve seats, retainers, springs, guides, bushings, rocker arms and shafts, timing chain or timing belt, timing gears, timing chain tensioners, eccentric shaft, balance shaft, oil pump, oil pump pick up screen and drive shaft. Water pump, fuel pump, intake manifold, exhaust manifold(s), oil pan, valve cover(s), timing chain housing and cover, harmonic balancer, crankshaft pulley, serpentine belt tensioner, accessory drive pulleys, flywheel/flexplate, oil dipstick and tube, oil filter adapter housing, oil cooler and metal lines, engine mounts and cushions, engine torque strut, vacuum pump, engine block heater, thermostatically controlled air intake and air filter housing.  
**DIESEL ENGINE:** Diesel injection pump, fuel heater, injectors (except when the **Breakdown** results from contamination).  
**TURBOCHARGER (Factory installed only):** Turbocharger-turbine and housing, wastegate/dump valve, intercooler or charged air cooler (except hoses).
2. **TRANSMISSION:** Transmission case and all internal parts plus: Torque converter, vacuum modulator, transmission mounts and cushions, transmission oil cooler and metal lines, transmission oil pan, cover, electronic shift control unit and solenoids, dip stick and filler tube.
3. **DRIVE AXLE (Front and Rear):** All internally lubricated parts including the differential housing, transaxle housing and final drive housing. Axle shafts and constant velocity joints and boots, universal joints, drive shaft(s), hub bearings, supports, retainers and bearings, oil cooler and metal lines.
4. **SUSPENSION (Front and Rear):** Strut bar and bushings, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, wheel bearings, stabilizer shaft and bushings, kingpin and bushings, torsion bars, spindle and spindle supports, coil springs, leaf spring shackles and bushings. Leveling System: Height sensor, compressor, lines and bags, air dryer, rubber suspension components.
5. **STEERING:** All internally lubricated parts including the steering gear box and gear housing, rack and pinion gear, power steering pump, main and intermediate shafts, tilt/telescoping steering column, couplings, power steering pump and pulley, reservoir, cooler and metal lines, power control valve and cylinder, pitman arm, idler arm, tie rod and tie rod ends, drag links, center link, bell cranks, hydraulic steering damper.
6. **AIR CONDITIONER:** Compressor, clutch, clutch pulley, clutch coil, condenser, evaporator, POA valve, expansion and suction valves, orifice, accumulator, high/low pressure cut off switch, receiver-dryer, idler pulley and bearing, compressor mounts, temperature control programmer, power module, blower motor and fan, blower resistor, P.C. boards, ducts, registers and outlets.
7. **ENGINE HEATING & COOLING:** Water pump including housing, impeller, bearings and bushings, radiator, engine thermostat, fan, fan clutch, fan motor, fan controller module, coolant recovery unit, electric block heater, fan shroud, heater core, heater ducts and cabins.
8. **FUEL DELIVERY:** Fuel supply pump, fuel tank(s), auxiliary tank switch, fuel tank sending unit(s), metal fuel lines, fuel pressure regulator, fuel distributor, fuel injectors (except when the cause of **Breakdown** is contamination), fuel injection pump.
9. **BRAKES:** Master cylinder, power assist booster and pump, wheel cylinders, combination valve, equalizer valve, hydraulic control unit, hydraulic lines and fittings, disc calipers and rear actuators, power brake cylinder, brake pedal assembly, backing plates, clips, springs and retainers, self adjusters, parking brake linkage and cables, transmission mounted parking brake actuator (except drum and brake shoes). Air Brake System-Compressor, tank, airlines, auto bleeder valves, diaphragm, treadle, compensating valve and slack adjusters.
10. **ELECTRICAL (CHASSIS):** Starter motor, starter solenoid, alternator, voltage regulator, distributor, ignition coil(s), wiring harness, engine compartment relays, horns, manually operated switches, window defrosters, power mirror motors, wiper motors, power window motors, power door lock actuators, power seat motors, power antenna and motors, cruise control transducer, engagement switch and servo, dashboard instruments and gauges, dashboard clock, manufacturer installed in-dash radio, turn signal switch, headlight switch, dual battery paralleling/isolator switch. Back up alarm, switch and relay. Power step motor, power step control module, switches and control panel.
11. **ELECTRONIC TECHNOLOGY:** Fuel injection sensors and control module, ignition module, anti-detonation sensors and controller, electronic mixture-control unit and sensors. Anti Lock Brake System-Electronic control module, wheel speed sensors, pump motor, pressure modulator valve and accumulator. Digital driver information display, power modulator and printed circuit boards. Remote control spotlight system, factory installed anti-theft alarm system.
12. **FRAME:** Metal frame, brackets and welds.
13. **INTERIOR/EXTERIOR:** Door handles, door hinges, storage compartment handles, hinges and latches. Hood hinges, hood latch, hood springs and gas cylinders. Glove box door handle, hinges and latches. Driver and passenger seat frame, tracks, and height adjusters. Transmission shift lever, courtesy map light fixture and switch. Factory installed or Factory Approved Dealer installed manual awning-crank assembly and torsion arms (excludes fabric covering or weather damage).
14. **SEALS AND GASKETS:** Seals and gaskets are covered both in conjunction with the failure of a **Covered Part** and/or as the primary cause of failure for all components listed as covered in each **Coverage** level.
15. **TAX/FLUIDS/LUBRICANTS:** All applicable state and local taxes and all necessary fluids, lubricants, and refrigerants required as part of a covered **Breakdown**.
16. **WEAR AND TEAR:** A covered wear and tear **Breakdown** will be deemed to occur when a **Covered Part** fails to perform the function for which it was originally designed to work in normal service with required scheduled maintenance due to material failure or defects in workmanship outside the manufacturer's design tolerance.

17. WATER HEATER: Tank, pressure valve, burner assembly, thermostat, thermocouple, gas valve, electronic ignition assembly, P.C. board, heating elements, wiring harness, switches, relays, fittings, connections, control panel.
18. FRESH WATER SYSTEM: Water pump, compressor, water tank(s), water lines, manifold and pipes, connections and fittings, faucets, and traps.
19. WASTE SYSTEM: Shower basin, connections, pipes and traps, toilet, sink(s), in sink-disposal and switch, holding tanks, and gate valves.
20. AIR CONDITIONING (ROOF MOUNTED): 110V or Central System: Compressor, evaporator, capacitors, relays, thermostat, condenser, heat pump, fan(s), PC boards, heating elements, heat strips, control panel, switches, accumulator, expansion valve, receiver dryer, blower motor, bathroom vent motor, high/low cut off switches, electronic module, reversing valve, pressure cycling switch.
21. RANGE AND OVEN: Microwave oven, convection oven, burner assembly, igniter, ignition assembly, thermostat, thermocouple, burner valves, power hood, PC boards, fittings, connections, and lines.
22. L.P. GAS/PROPANE SYSTEM: Regulators, gas bottles (except valves and gauges), mounting brackets, gauges, pigtails, LP lines, fittings, connections, automatic shut off system and shut off switches, and leak detectors.
23. HEATING SYSTEM: Furnace, igniter/ignition assembly, burner assembly, thermocouple, gas valve, thermostat, blower/fan motors and assembly, heat pump, heat strips, fittings, connections, ducts, ductwork, PC board, control panel, thermocouple, and registers.
24. REFRIGERATOR AND FREEZER: Thermostat, 2-way or 3-way cooling unit, burner assembly, igniter, control panel, PC boards, thermocouples, switches, fittings, and connections, latch and door seal(s).
25. AUDIO VIDEO PACKAGE: Factory Installed or Factory Approved Dealer Installed: (non-in dash mounted) Television set(s) (32" or less display screen excluding plasma display screens), stereo radio receiver, amplifier, speakers, compact disc and cassette player, antenna and rotor package, antenna motor, antenna control panel and signal amplifier.
26. TOWING BENEFIT: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted towing expenses not payable by other insurance up to a maximum of four hundred (\$400.00) dollars per occurrence. No **Deductible** will apply to this benefit.
27. RENTAL BENEFIT: In the event of a **Breakdown** covered by this **Contract**, **We** will pay or reimburse **You** for receipted expenses to rent a replacement vehicle (from a licensed rental agency) while **Your Vehicle** is at a **Licensed Repair Facility**. **Coverage** will be provided to **You** up to a maximum of seventy-five (\$75.00) dollars for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of seven (7) days and five hundred and twenty-five (\$525.00) dollars for each repair visit. In addition, a maximum of four (4) additional days of rental **Coverage** is available for part(s) delays and/or vehicle inspection requested by the **Administrator**. No **Deductible** will apply to this benefit.
28. ENHANCED RENTAL BENEFIT: In the event of a **Breakdown** covered by this **Contract** occurs to the Engine, Transmission, or Drive Axle of **Your Vehicle** the Rental Benefit will be increased to a maximum of twelve (12) days and nine hundred (\$900.00) dollars. No **Deductible** will apply to this benefit.
29. TRIP INTERRUPTION BENEFIT: In the event a **Breakdown** covered by this **Contract** occurs more than one hundred (100) miles from **Your** home and results in a **Licensed Repair Facility** keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to a maximum of one hundred fifty (\$150.00) dollars per day for a maximum of five (5) days. Total benefit payable per occurrence is seven hundred fifty (\$750.00) dollars. No **Deductible** will apply to this benefit.
30. SERVICE CALL/EMERGENCY ROAD SERVICE BENEFIT: In the event of a **Breakdown** covered by this **Contract** requires emergency road service, or on-site repair, **We** will reimburse **You** for receipted expense up to one hundred (\$100.00) dollars for the service call. No **Deductible** will apply to this benefit.
31. REDUCED DEDUCTIBLE BENEFIT: **Your Deductible** will be reduced by fifty (\$50.00) dollars when repairs covered by this **Contract** are performed by the **Selling Dealer**. This benefit does not apply if **Your Deductible** is zero (\$0.00) dollars as shown on the **Registration Page**.
32. FOOD SPOILAGE BENEFIT: In the event of a refrigerator or freezer **Breakdown** covered by this **Contract** results in the loss of perishable food or beverages (excluding alcoholic beverages), **We** will reimburse **You** for receipted expenses to replace the food or beverages up to a maximum of seventy-five (\$75.00) dollars per occurrence. No **Deductible** will apply to this benefit.
33. FUEL/L.P. GAS REPLACEMENT BENEFIT: In the event that a covered fuel tank or L.P. Gas Bottle **Breakdown** results in the draining of fuel or L.P. gas, **We** will reimburse **You** for receipted expenses to replace the fuel or L.P. gas up to a maximum of seventy-five (\$75.00) dollars per occurrence. No **Deductible** will apply to this benefit.
34. MANUFACTURER WARRANTY DEDUCTIBLE REDUCTION BENEFIT: In the event that a covered **Breakdown** results in **You** having to pay a manufacturer warranty required deductible, **We** will reimburse **You** for receipted payment of the deductible up to a maximum of one hundred (\$100.00) dollars per occurrence. No **Deductible** will apply to this benefit.
35. EMERGENCY ROADSIDE ASSISTANCE BENEFIT: In the event **Your Vehicle** requires any of the Roadside Assistance Benefits described below, **We** will reimburse **You** for receipted expenses up to a maximum of two hundred fifty (\$250.00) dollars per occurrence. No **Deductible** will apply to this benefit.
  - a. TOWING ASSISTANCE: In the event **Your Vehicle** requires towing for a non-covered failure.
  - b. ROAD SERVICE: In the event **Your Vehicle** becomes disabled and requires on-site assistance (from a **Repair Facility**) for fuel, oil, or fluid delivery or requires a battery boost/jump (excludes reimbursement for the cost of fuel, oil, or fluids).

- c. LOCK-OUT ASSISTANCE: In the event **Your** keys are locked inside **Your Vehicle** and **You** require assistance to gain entry into **Your Vehicle**.
- d. FLAT TIRE ASSISTANCE: In the event that **Your Vehicle** incurs a flat tire while traveling, and requires on-site service (from a **Repair Facility**). Service consists of removal of the flat tire and its replacement with a spare. If **Your Vehicle** has no inflated spare or if it has two (2) or more flat tires, the vehicle will be towed to the nearest **Repair Facility**.

**FOR EMERGENCY ROADSIDE ASSISTANCE CALL 1-866-518-5781 (available 24/7) REFER TO SECTION IV. WHAT IS NOT COVERED FOR ADDITIONAL EMERGENCY ROADSIDE EXCLUSIONS.**

### PREMIUM COVERAGE

If **You** have purchased Premium **Coverage** as shown on the **Registration Page**, the **Coverage** categories listed under Priority and the following are covered by the **Contract**. Parts not listed are not covered.

#### Breakdown Coverage

**We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of any mechanical or electrical parts listed below, less any **Deductible**, in accordance with Section III. GENERAL PROVISIONS contained in this **Contract**. Reimbursement amounts for any parts or components may be based on new, non-OEM, remanufactured, or used parts at the **Administrator's** sole discretion.

- 36. AUXILIARY POWERPLANT GENERATOR: (Factory Installed or Factory Approved Dealer Installed): All internally lubricated parts of the power plant engine including engine block and cylinder head. Starter, ignition coil, switches, voltage regulator, generator assembly, power converter, hour meter and gauges, inverter, monitor/control panel, and PC boards, shore power cord and reel.
- 37. LEVELING SYSTEM: (Factory Installed or Factory Approved Dealer Installed) Motor, hydraulic/electric pump, actuators, jack assemblies, lines, fittings, power cylinders, worm gear, gear sets, switches, wiring harness.
- 38. CONVENIENCE PACKAGE: Factory Installed or Factory Approved Dealer Installed kitchen center. Ice maker, dishwasher, washer/dryer, trash compactor, central vacuum system, systems monitor panel, factory installed thermometer, and compass. Carbon Monoxide/Smoke Detectors, interior/exterior light fixtures (excluding lenses and bulbs), switches, GFCI and electrical outlets, power driver/passenger seat computer, central locking system, remote electronic entrance system, power awning motor, power awning-weather sensor and control panel, external barbecue, Wonder Bed lift motor and switch. Rear monitor system (excluding plasma/high definition and LCD displayscreens).
- 39. SLIDE-OUT SYSTEM: (Factory Installed or Factory Approved Dealer Installed) Motors, hydraulic/electric pump, actuators, jack assemblies, lines, fittings, power cylinders, worm gear, gear sets, switches, wiring harness, and weather seals.

### COACH COVERAGE

If **You** have purchased Coach **Coverage** as shown on the **Registration Page**, the **Coverage** categories listed under Priority and Premium (except for the **Coverage** categories listed below) are covered by this **Contract**. Parts not listed are not covered.

#### Breakdown Coverage

**We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of any mechanical or electrical parts listed under Priority or Premium **Coverage** categories except for the **Coverage** categories listed below, less any **Deductible**, in accordance with Section III. GENERAL PROVISIONS contained in this **Contract**. Reimbursement amounts for any parts or components may be based on new, non-OEM, remanufactured, or used parts at the **Administrator's** sole discretion.

- |                                 |                            |
|---------------------------------|----------------------------|
| (1) ENGINE                      | (8) FUEL DELIVERY          |
| (2) TRANSMISSION                | (9) BRAKES                 |
| (3) DRIVE AXLE (Front and Rear) | (10) ELECTRICAL (CHASSIS)  |
| (4) SUSPENSION (Front and Rear) | (11) ELECTRONIC TECHNOLOGY |
| (5) STEERING                    | (12) FRAME                 |
| (6) AIR CONDITIONER             | (13) INTERIOR/EXTERIOR     |
| (7) ENGINE HEATING AND COOLING  |                            |

### SUPERIOR COVERAGE

- 40. **Breakdown Coverage:** If **You** have purchased Superior **Coverage**, as shown on the **Registration Page**, **We** will pay or reimburse **You** for **Reasonable Costs** to repair or replace any **Breakdown** of all mechanical or electrical parts or components listed in the **Schedule Of Coverages** of Priority and Premium and any other parts or components except those listed under Section IV. WHAT IS NOT COVERED, less any **Deductible**, in accordance with SECTION III. GENERAL PROVISIONS contained in this **Contract**. Reimbursement amounts for replacement parts or components may be based on new, non-OEM, remanufactured, or used parts at the **Administrator's** sole discretion.

### OPTIONAL TOWING UPGRADE

41. If **You** have selected this optional **Coverage** and the box marked "Towing Upgrade" is checked on the **Registration Page**, **We** will pay or reimburse **You** for receipted towing expenses not payable by other insurance up to a maximum of one thousand (\$1,000.00) dollars per occurrence. No **Deductible** will apply to this optional benefit.

### OPTIONAL COMMERCIAL USE

42. If **You** have selected this optional **Coverage** and the box marked "**Commercial Use**" is checked on the **Registration Page**, **We** will provide **Coverage** to **Your Vehicle** when it is used for daily, weekly, monthly rentals, and leases up to a maximum of twelve (12) months. Rental or Lease use requires that a single principal renter/lessor/operator is responsible for **Your Vehicle** maintenance and regular **Vehicle** services for the **Coverage** to apply. **Coverage** will also apply if **Your Vehicle** is operated as part of a for-profit business or enterprise such as a traveling salesperson. **Coverage** is excluded when **Your Vehicle** is used for taxi, livery, shuttle, emergency, or delivery service. **Coverage** is also excluded when **Your Vehicle** is principally used for off-road use or hauling.

### OPTIONAL AUDIO VIDEO TECHNOLOGY

43. If **You** have selected this optional **Coverage** and the box marked "Audio Video Technology" is checked on the **Registration Page**, the following parts/components and/or accessories are **Covered** by this **Contract** provided they are Factory Installed or Factory Approved Dealer Installed: High Definition-Flat Screen-Plasma-LCD-LED Television/Monitor(s) and Back Up Monitor (50 inch display screen or less), DVD/VCR or High Definition DVD players, Home Theater Audio System, Satellite Dish or Antenna including rotator motor, signal amplifier, control panel and switches, converter and in-motion satellite receiver, GPS or Navigation System. **Coverage** excludes Internet access devices, phone systems, game systems, personal computers and monitors, I-Pod/MP3 players, cabling, and hubs.

### OPTIONAL HYDRONIC HEATING SYSTEM

44. If **You** have selected this optional **Coverage** and the box marked "Hydronic Heating System" is checked on the **Registration Page** the following parts/components are **Covered** by the **Contract** provided they are Factory Installed or Factory Approved Dealer Installed: Burner assembly, control unit and switches, thermostat, zone relays, wiring and distribution block, boiler, coils, mixer and check valves, metal fuel lines, electronic heating element, circulation pumps, expansion tank, heat exchangers, pressure relief cap, hoses, connections, and fittings.

## Section III. GENERAL PROVISIONS

This **Contract**, which includes the **Registration Page**, is between **You** and **Us**, and is subject to all the terms and conditions contained herein.

#### A. Contract Period

**Coverage** under this **Contract** begins on the **Contract Purchase Date** shown on the **Registration Page** and will expire according to the time and/or mileage of the term/miles selected, whichever occurs first, as shown on the **Registration Page**.

1. **Contract** expiration is measured in time/mileage from the **Contract Purchase Date** and **Odometer Mileage** (at **Contract Purchase Date**). The **Contract Coverage** chosen by **You**, will expire based on the time or mileage from the **Contract Purchase Date**, whichever occurs first.
2. If this **Contract** is purchased more than five (5) days after the **Vehicle Purchase Date** or if **You** did not purchase **Your Vehicle** from the **Selling Dealer**, then a MANDATORY "**Waiting Period**" will apply before **Coverage** begins. The **Waiting Period** is thirty (30) days and one thousand (1,000) miles from the **Contract Purchase Date**. However, an additional one (1) month and one thousand (1,000) miles will be added to **Your Vehicle** plan's scheduled expiration. Therefore, the **Waiting Period** will not reduce the actual time/mileage during which **You** have **Coverage**. **Coverage** will commence thirty-one (31) days and one thousand one (1,001) miles after the **Contract Purchase Date** and the current odometer mileage shown on the **Registration Page**. Claims incurred during the **Waiting Period** are not covered.

#### B. Coverage

The **Coverage** afforded **You** for **Your Vehicle** is determined by the **Coverage** Section shown on the **Registration Page** and more fully described in Section II. **Schedule of Coverages** section of this **Contract**.

#### C. Deductible

In the event of a **Breakdown** covered by this **Contract**, **You** may be required to pay a **Deductible**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the **Coverage** section shown on the **Registration Page**. Once a part is repaired or replaced under the terms of this **Contract**, any **Deductible** amounts for future repairs to that part will be waived. A **Deductible** payment is only required for mechanical **Breakdown Coverages** that are listed under Section II. **Schedule of Coverages**, as contained in this **Contract**.

#### D. Transferring Coverage

1. **Your Contract** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while the **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** purchaser. Further, once transferred, this **Contract** cannot be cancelled except by **Us**.
2. To transfer, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent individual purchaser.
  - a. Original **Contract** and **Registration Page**;
  - b. Transfer application signed by **You** and the purchaser of **Your Vehicle**. Call the **Administrator** to have a transfer application mailed, faxed, or emailed to **You**;
  - c. Seventy-five (\$75.00) dollar Transfer Fee made payable to the **Administrator**; and
  - d. Copies of all maintenance records for **Your Vehicle**.
3. Any manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. NOTE: The term and/or coverages under some vehicle manufacturer's warranty are reduced upon transfer to a subsequent owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this **Contract** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer application. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with Section VI. **CONTRACT HOLDER'S RESPONSIBILITIES-Maintenance Requirements and Service History of this Contract**. If these requirements are not met, the **Administrator** has the right to deny the transfer of this **Contract**.

#### E. Cancellation of Your Contract

##### 1. Cancellation By You

**You** may cancel this **Service Contract** at any time by:

- a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.
- c. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The request for cancellation must be made no later than forty-five days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates at time of incident.

##### 2. Cancellation By Us

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this **Service Contract** for any reason within ninety (90) days from the **Contract Purchase Date**. After ninety (90) days, **We** may cancel this **Service Contract**:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Contract Charge**;
- If **Your Vehicle** is totaled, is repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

##### 3. Cancellation By Lienholder

If this **Service Contract** is financed, the Lienholder (shown on the **Registration Page**) may cancel the **Service Contract** in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed.

##### 4. How Refunds are Calculated

If this **Service Contract** is canceled within sixty (60) days from the effective date and a claim has not been incurred, **We** will refund the entire **Contract Charge**, unless otherwise indicated by **Your** state (See Special State Requirements). After sixty (60) days or if **You** have incurred a claim, **We** will refund an amount of the **Contract Charge** according to the pro-rata method reflecting the greater of days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a seventy-five (\$75) dollar administrative fee, unless otherwise indicated by **Your** state (See Special State Requirements). All refunds will be paid to the Lienholder if any, otherwise to **You**.

#### F. Our Rights to Recover Payment

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

**G. Limit of Liability**

Per Repair Visit — **Our** Liability for any one (1) repair visit shall in no event exceed the Actual Cash Value of **Your Vehicle** at the time of said repair visit. Actual Cash Value means the N.A.D.A. published average retail value of **Your Vehicle** on the date of loss, taking age, mileage and condition into consideration.

Aggregate — The total of all benefits payable while this **Contract** is in force shall be the lesser of the retail price **You** paid for **Your Vehicle** (excluding tax, title, and license fees) or fifty thousand (\$50,000) dollars.

**H. Dispute Resolution — Arbitration**

This **Service Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator and pay the expense of the arbitrator selected by that party. The two (2) arbitrators will select a third arbitrator called an “umpire.” The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1 et. seq.) and not by any state law under this **Service Contract**. The laws of the state of Ohio (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Service Contract**, and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

**I. Insurance**

**Our** obligations under this **Service Contract** are insured under an Insurance Policy issued by First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, Florida, 32224. In the event **We** cease to operate, are bankrupt or **Your** claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with First Colonial Insurance Company. To do so, please call the following toll-free number for instructions: 1-800-621-4871.

## Section IV. WHAT IS NOT COVERED

This Contract does not provide Coverage:

- A. FOR REPAIRS TO ANY PARTS OF THE DESCRIBED VEHICLE NOT SPECIFICALLY LISTED IN THE PRIORITY, PREMIUM, OR COACH SCHEDULE OF COVERAGES. NOT APPLICABLE TO SUPERIOR SCHEDULE OF COVERAGES.**
- B. FOR PAINT, FINISH, TILE, WOOD FLOORS, UNDERLAYMENT/SUB FLOORING, CARPETING, FLOOR MATS, RESILIENT FLOOR OR ANY OTHER FLOOR COVERINGS, TRIM OR ORNAMENTATION, MOLDINGS, WINDSHIELD AND ALL GLASS, BODY STRUCTURE, DOOR AND WINDOW FRAMING, BRIGHT METAL, BUMPERS AND METAL SUPPORTS, SHEET METAL, BODY PANELS, INTERIOR/EXTERIOR WALL AND ROOF PANELS, REPAIRS OR ADJUSTMENTS TO CORRECT SQUEAKS, AIR, WIND, AND WATER LEAKS. WEATHER STRIPS (EXCEPT SLIDE OUT SEALS), CAULKING, GROUTING, BODY AND GLASS SEALANTS OR ADHESIVES, DELAMINATION, DISCOLORED FINISHES AND SURFACES, CABINETS, DRAWERS, AND FURNITURE, LENSES, HEADLAMPS AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS, LIGHTS/LED, FUSES, AND CIRCUIT BREAKERS, CANVAS, VINYL FOAM, OR FABRIC MATERIAL COVERINGS, OR ANY UPHOLSTERY AND PADDING, WINDOW DECORATIONS, BLINDS, SHADES, MIRRORS, PLASTIC/GLASS WINDOW PANELS, FIBERGLASS PANELS, CONVERTIBLE TOP ROOF PANELS, BUTTONS, KNOBS, AND HANDLES. AUDIO/VIDEO HEADPHONES, CELLULAR PHONES AND PHONE SYSTEMS, CB RADIO, INTERNET AND SATELLITE COMMUNICATION SYSTEM ACCESS DEVICES, GAME SYSTEMS, PERSONAL COMPUTERS AND THEIR MONITORS, I-POD/MP3 OR SIMILAR PORTABLE MUSIC/VIDEO PLAYERS, AUDIO VIDEO CABLING AND HUBS, TELEVISIONS/ MONITORS (GREATER THAN 32” DISPLAY SCREEN), ALL PLASMA TELEVISIONS/MONITORS, DVD/VCR OR HIGH DEFINITION DVD PLAYERS, HOME THEATER AUDIO SYSTEMS, SATELLITE DISH, CONTROL PANEL AND SWITCHES, CONVERTER AND IN-MOTION SATELLITE RECEIVER; GPS OR NAVIGATION SYSTEM. ALL FACTORY OR DEALER INSTALLED HIGH DEFINITION-FLAT SCREEN-PLASMA-LCD-LED TELEVISION/MONITOR(S) (UP TO AND INCLUDING 50” DISPLAY SCREENS) DVD/VCR/ OR HIGH DEFINITION DVD PLAYERS, HOME THEATER AUDIO SYSTEM; SATELLITE DISH, CONTROL PANEL AND SWITCHES, CONVERTER AND IN-MOTION SATELLITE RECEIVER, GPS OR NAVIGATION SYSTEM ARE NOT EXCLUDED FROM COVERAGE IF THE OPTIONAL “AUDIO/VIDEO TECHNOLOGY” BOX HAS BEEN MARKED ON THE REGISTRATION PAGE AND THE APPROPRIATE SURCHARGE HAS BEEN PAID.**

- C. FOR A BREAKDOWN CAUSED BY OVERHEATING OR FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE INCLUDING APPLIANCE AND HVAC SYSTEMS, OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD UP OR RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, YOUR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN A BREAKDOWN HAS OCCURRED. FOR ANY DAMAGE THAT RESULTS FROM YOUR FAILURE TO HAVE YOUR VEHICLE TOWED TO A REPAIR FACILITY, WHEN HAVING DONE SO WOULD HAVE PREVENTED ADDITIONAL DAMAGE, CONTINUED OPERATION WHICH INCLUDES YOUR FAILURE TO OBSERVE WARNING LIGHTS, GAUGES, OR OTHER SIGNS OF OVERHEATING OR COMPONENT FAILURE SUCH AS FLUID LEAKAGE, UNUSUAL NOISE, SLIPPING, KNOCKING, OR SMOKING, AND NOT PROTECTING YOUR VEHICLE BY CONTINUING TO OPERATE, CREATING DAMAGE BEYOND INITIAL FAILURE. IT IS YOUR RESPONSIBILITY TO BE SURE THAT ALL GAUGES AND WARNING LIGHTS ARE FULLY OPERATIONAL.
- D. FOR THE BREAKDOWN OF A COVERED PART CAUSED BY THE BREAKDOWN OF A NON-COVERED PART OR THE BREAKDOWN OF A NON-COVERED PART CAUSED BY THE BREAKDOWN OF A COVERED PART.
- E. FOR AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS, AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER OR MANUFACTURER APPROVED DEALER INSTALLED OR FOR ANY DAMAGE CAUSED BY OR INVOLVING MODIFICATIONS, ALTERATIONS, OR ADDITIONS TO YOUR VEHICLE UNLESS THE MODIFICATIONS, ALTERATIONS, OR ADDITIONS WERE PERFORMED BY OR RECOMMENDED BY THE VEHICLE MANUFACTURER.
- F. FOR REPAIRS COVERED UNDER THE ORIGINAL MANUFACTURER'S WARRANTY WHETHER OR NOT THE WARRANTY WAS PROPERLY TRANSFERRED TO YOU AND ANY COSTS, REPAIR, REPLACEMENT, OR BENEFIT FOR WHICH THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS INCLUDING RECALLS AND SERVICE BULLETINS.
- G. FOR ANY CLAIM FOR REPAIRS WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR.
- H. FOR ANY REPAIRS BEYOND THOSE REQUIRED TO CORRECT A BREAKDOWN.
- I. FOR ANY DAMAGE CAUSED BY TOWING YOUR VEHICLE IN A MANNER NOT CONSISTENT WITH THE MANUFACTURER'S RECOMMENDATIONS, OVERLOADING YOUR VEHICLE BEYOND THE MANUFACTURER'S RECOMMENDED CAPACITY, OR FOR TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE WAS EQUIPPED BY THE MANUFACTURER FOR THAT PURPOSE.
- J. FOR BREAKDOWNS, SUBSEQUENT TO YOUR PURCHASE OF THIS CONTRACT IF YOUR VEHICLE'S ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.
- K. FOR REPAIRS REQUIRED DUE TO DETONATION, CARBON DEPOSITS, RUST, CORROSION, OR ELECTROLYSIS.
- L. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS NOT EXCEEDED THE PUBLISHED FIELD TOLERANCES ALLOWED BY THE MANUFACTURER. ANY PART THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES BE REPLACED OR REPAIRED, OR IS AN UPDATE AND IS NOT A BREAKDOWN, IS YOUR RESPONSIBILITY.
- M. FOR DAMAGE AND/OR BREAKDOWN, SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT, RESULTING FROM COLLISION, PHYSICAL DAMAGE, ROAD HAZARD (EXCLUDING FLAT TIRE ASSISTANCE), FIRE, THEFT, VANDALISM, RIOT, ACTS OF TERRORISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WIND OR WINDSTORM, VOLCANIC ERUPTION, FREEZING, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, LUBRICANTS, ABUSE, NEGLIGENCE, NEGLECT, REVERSE POLARITY, POWER SURGE, ELECTRICAL OVERLOAD, RACING OR OFF ROAD USE.
- N. FOR THE COST OF TEARDOWN, DISASSEMBLY, OR ASSEMBLY WHEN THE BREAKDOWN IS NOT COVERED BY THIS CONTRACT.
- O. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER'S GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM, ANY WARRANTY FROM THE MANUFACTURER, OR ANY OTHER SERVICE CONTRACT PROVIDER.
- P. FOR ANY LIABILITY FOR PROPERTY DAMAGE, LOSS OF INCOME OR FOR INJURY TO, OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, BREAKDOWN, MAINTENANCE, OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, PROFITS, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMMERCIAL LOSS, PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY FEES.



- Q. FOR SERVICE ADJUSTMENTS AND CLEANING. REPROGRAMMING UNRELATED TO THE REPAIR OF A COVERED BREAKDOWN. REPOSITIONING, REFITTING, ADJUSTMENT OR ALIGNMENT NOT RELATED TO A COVERED BREAKDOWN. ALL MAINTENANCE SERVICES. HVAC (HEATER VENTILATION, AIR CONDITIONER) RECHARGE, REFRIGERANT, COOLANTS, LUBRICANTS, AND FLUIDS NOT RELATED TO THE REPAIR OF A COVERED BREAKDOWN. BATTERIES, BELTS, HOSES, FILTERS, AND NORMAL FLUID/OIL/LUBRICANT SEEPAGE. TUNE UPS, IGNITION WIRES, SPARK PLUGS, DISTRIBUTOR CAP, ROTOR, GLOW PLUGS, OXYGEN SENSORS(S), PCV, EGR VALVES. FASTENERS, NUTS, AND BOLTS UNLESS REQUIRED IN CONNECTION WITH A COVERED BREAKDOWN. BENT, WARPED, OR SAGGING FRAME OR FRAME MEMBERS AND FRAME SUPPORTS. TIRES, WHEELS, WHEEL COVERS, HUBCAPS, WHEEL BALANCING, SUSPENSION STRUTS, SHOCK ABSORBERS, BRAKE PADS, BRAKE SHOES, BRAKE DRUMS, AND ROTORS. MANUAL CLUTCH-DISC, PRESSURE PLATE, PILOT AND THROW-OUT BEARING, AND HYDRAULIC SLAVE CYLINDERS. EXHAUST SYSTEM INCLUDING CATALYTIC CONVERTER(S) EXCEPT EXHAUST MANIFOLDS. STORAGE CHARGES, SHOP SUPPLY OR MATERIAL CHARGES, MISCELLANEOUS CHARGES, DOCUMENT CHARGES, INSURANCE ADMINISTRATION CHARGES, HAZARDOUS WASTE CHARGES AND ANY REPAIR TO RETROFIT OR REPLACE COMPONENTS DUE TO COMPLIANCE WITH ANY LAW OR REGULATION.
- R. FOR ANY BREAKDOWN OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR IF THE BREAKDOWN TO YOUR VEHICLE OCCURS OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- S. FOR ANY BREAKDOWN IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- T. FOR NEW VEHICLES IN WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE OR ACKNOWLEDGED BY THE MANUFACTURER.
- U. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL.
- V. IF YOU RENT OR LEASE YOUR VEHICLE TO SOMEONE ELSE OR USE YOUR VEHICLE IN A FOR-PROFIT BUSINESS OR ENTERPRISE AND THE OPTIONAL "COMMERCIAL USE" BOX HAS NOT BEEN MARKED ON THE REGISTRATION PAGE AND THE APPROPRIATE SURCHARGE AMOUNT HAS NOT BEEN PAID.
- W. IF YOUR VEHICLE IS USED FOR DELIVERIES, SNOW PLOWING, COMPETITION OR SPEED EVENTS, CONSTRUCTION, COMMERCIAL HAULING, POSTAL SERVICE TAXI, POLICE, OR OTHER EMERGENCY SERVICES.
- X. IF YOUR VEHICLE IS MODIFIED FROM THE MANUFACTURER'S ORIGINAL SPECIFICATIONS REGARDLESS OF BY WHOM OR WHEN THE MODIFICATIONS WERE MADE.
- Y. IF YOUR VEHICLE DOES NOT HAVE A VALID MANUFACTURER VEHICLE IDENTIFICATION NUMBER (VIN) OR IF YOUR VEHICLE IS IDENTIFIED AS A GREY MARKET VEHICLE OR TITLE BRANDED AS A TOTAL LOSS, SALVAGED, JUNK, REBUILT, FLOOD DAMAGED VEHICLE, OR MANUFACTURER BUYBACK.
- Z. FOR THE FOLLOWING EMERGENCY ROADSIDE ASSISTANCE ITEMS:
  1. COST OF PARTS, REPLACEMENT KEYS, FUEL, FLUIDS, LUBRICANTS AND THE COST OF INSTALLATION OF PRODUCTS, MATERIALS, OR ADDITIONAL LABOR RELATED TO TOWING. ANY SERVICE COVERED UNDER A VALID MANUFACTURER'S WARRANTY OR ROADSIDE ASSISTANCE PROGRAM.
  2. NON-EMERGENCY MOUNTING OR REMOVING OF ANY TIRE, SNOW TIRES, OR CHAINS. TIRE REPAIR.
  3. TOWING FROM A REPAIR SHOP OR REPAIR WORK PERFORMED AT A SERVICE STATION, REPAIR SHOP, OR GARAGE. SERVICE ON A VEHICLE THAT IS NOT IN A SAFE CONDITION TO BE TOWED. NON-EMERGENCY TOWING OR ANY OTHER NON-EMERGENCY SERVICES. IMPOUND TOWING OR TOWING BY OTHER THAN AN AUTHORIZED TOWING SERVICE PROVIDER. VEHICLE STORAGE CHARGES OR A SECOND TOW. TOWING OR SERVICE ON ROADS NOT REGULARLY MAINTAINED SUCH AS SAND BEACHES, OPEN FIELDS, FORESTS, AND AREAS DESIGNATED AS NOT PASSABLE DUE TO CONSTRUCTION OR WEATHER. TOWING AT THE DIRECTION OF A LAW ENFORCEMENT OFFICER RELATING TO TRAFFIC OBSTRUCTION, IMPOUNDMENT, ABANDONMENT, ILLEGAL PARKING OR OTHER VIOLATIONS OF THE LAW.
  4. REPEATED SERVICE CALLS FOR A COVERED VEHICLE IN NEED OF ROUTINE MAINTENANCE OR REPAIR. FOR MORE THAN ONE (1) DISABLEMENT FOR THE SAME CAUSE IN ANY SEVEN (7) DAY PERIOD.

## **Section V. CONTRACT HOLDER'S RESPONSIBILITIES**

### **A. Maintenance Requirements and Service History:**

You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle. If an Owner's Manual is not provided, You can contact Your Vehicle's manufacturer for maintenance requirements.

Your Owner's Manual lists different service intervals based on driving habits, climate and geographic location. You are required to follow the normal or severe maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

The Contract requires that You retain “Proof” of maintenance for the service and/or repair work performed on Your Vehicle, regardless if the work was performed by You or a Repair Facility. “Proof” means repair orders from a Repair Facility and/or a self-maintained log that has corresponding part purchase receipts for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding part purchase receipts is not acceptable “Proof” of maintenance.

**B. Filing a Claim**  
**FOR EMERGENCY ROADSIDE ASSISTANCE CALL 1-866-518-5781 (AVAILABLE 24/7)**

If Your Vehicle incurs a Breakdown, You must take the following steps to file a claim.

1. **Prevent Further Damage:** Take immediate action to prevent further damage. Your Contract contains a towing provision in the event of both Covered and non-Covered Breakdowns if needed. Your Contract will not cover damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
2. **Take Your Vehicle to a Repair Facility:** If Your Vehicle breaks down, return to the Selling Dealer. If this is not possible, take Your Vehicle to any Licensed Repair Facility.
3. **Provide Repair Facility with a copy of Your Contract and/or Your Contract number.**
4. **Prior Approval:** Prior to any repairs being made, instruct the Service Manager to contact the Administrator to obtain an authorization for the claim. ANY REPAIRS MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR WILL NOT BE COVERED. The Administrator can be contacted Monday through Friday, 8am to 8pm (EST) AT 1-855-807-2885, or via FAX 1-866-639-5583, or via email at claims@acaadmin.com. For Emergency Repairs (non-business hours), after the Repair Facility has diagnosed the problem, and created a detailed estimate, please provide the Repair Facility with Your Contract number and instruct them to call the Emergency Claims number at 1-877-809-1902. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
5. **Authorize Tear Down and/or Inspection:** In some cases You may need to authorize the Repair Facility to inspect and/ or tear down Your Vehicle in order to determine the cause of the Breakdown and the cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made. In case of dispute, the Administrator reserves the right to remove the Vehicle from the Repair Facility.
6. **Review Coverage:** After the Administrator has been contacted, review with the Service Manager at the Repair Facility to determine what will be covered by this Contract.
7. **Pay Any Applicable Deductible:** We will reimburse the Repair Facility or You for the cost of the work performed on Your Vehicle that is Covered by this Contract and previously authorized by the Administrator, less any Deductible.
8. **Proof of Service and/or Repair:** To obtain payment for a covered repair, You or the Repair Facility must submit a legible copy of the original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: Customer complaint, repair diagnosis, parts, labor hours, vehicle identification number (VIN), and date. The repair order must also include Your name, and signature, the Repair Facility name, address, and phone number, repair totals, Deductible (if applicable) and method of payment to satisfy the repair order. “Proof” of maintenance and/or Your self-maintained log with corresponding original receipts, may be requested by the Administrator for related repairs. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.

## VI. SPECIAL STATE REQUIREMENTS

### (1)Alabama

**General Provisions – Section E “Cancellation of Your Contract”** is amended to include:

If You cancel this **Service Contract** within (60) days from the **Contract Purchase Date** and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**. The seventy-five dollar (\$75) administrative fee is deleted and replaced with a twenty-five dollar (\$25) administrative fee.

### (2) Arizona

Nothing in **Your Contract** prevents, limits or waives the rights of the **Contract Holder** to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance.

**General Provisions – Section E “Cancellation of Your Contract”** section is amended as follows:

A twenty-five dollar (\$25) cancellation fee is applicable.

**You** may cancel this **Contract** by submitting a written request to the **Selling Dealer** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first sixty (60) days from the Sale Date, **We** or the **Selling Dealer** will refund **You** 100% of the **Contract Charge** with no deductions for any **Claims** or pending **Claims**. After the first sixty (60) days from the Sale Date, **We** or the **Selling Dealer** will refund **You** a pro-rated amount of the **Contract Charge**, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee.

**We** may not cancel or void this **Contract** or any provisions of this **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, and (5) ineligibility of the **Vehicle** for **Coverage** under the program.

### **(3) Arkansas**

**General Provisions – Section H “Dispute Resolution - Arbitration”** does not apply in the state of Arkansas.

### **(4) California**

**Registration Page – “Declarations”, Item 5** is deleted and replaced with:

This is a **Registration** for a **Service Contract** between the **Contract Holder** and the **Contract** obligor (**We, Us** and **Our(s)** means Global Auto Solutions, Inc., doing business in the State of California as Global United Insurance Services, Inc., located at 425 Metro Place North, Suite 300, Dublin, OH 43017, 855-807-2885. California License #0110888.

**Definitions – “Administrator”** is deleted and replaced with:

**Administrator** means the company that provides administrative services for this **Service Contract**:

American Colonial Administration, LLC., doing business in the State of California as Colonial United Insurance Services, LLC., located at 425 Metro Place North, Suite 300, Dublin, OH 43017, 855-807-2885. California License #0H85321.

**Definitions – “Breakdown”** is deleted and replaced with:

**Breakdown** means the operational or structural failure of any original or like replacement part covered by this **Service Contract** to perform its intended function(s) in normal service, due to defects in material, faulty workmanship, or normal wear and tear provided the part has received all scheduled maintenance as recommended by the vehicle manufacturer in the Owner’s Manual.

**Definitions – “Repair Facility”** definition is deleted and replaced with:

**Repair Facility** means a franchised automobile dealer or licensed **Repair Facility** that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. If a franchised automobile dealer or licensed **Repair Facility** does not provide a written parts and labor guarantee of 6 months and 6,000 miles, the **Administrator** will refer **Your Vehicle** to a franchised automobile dealer or licensed **Repair Facility** that provides a written parts and labor guarantee for covered repairs of 6 months and 6,000 miles or greater. Repairs performed by any facility must receive authorization from the **Administrator** prior to beginning repairs.

**Definitions – “We, Us, and Our(s)”** is deleted in its entirety.

**General Provisions – Section E “Cancellation By Us”** is amended as follows:

The thirty (30) day written notice prior to cancellation is deleted and replaced with sixty (60) days. **Our** right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

**We** will be liable for a claim that is reported to the **Administrator** if the claim is reported prior to the effective date of any cancellation by **Us** and if the claim is covered under the terms of this **Contract**. **You** are deemed to have reported a claim if **You** have taken immediate action to prevent further damage if such is applicable to the covered **Breakdown**. If such is not applicable, **You** are deemed to have reported a claim if, **You** or the **Repair Facility** have contacted the **Administrator** as identified in **Section V – Contract Holder’s Responsibilities, Paragraph B – Filing a Claim**.

**General Provisions – Section E “Cancellation of Your Contract, How Refunds are Calculated”** is deleted and replaced with the following:

If this **Service Contract** is canceled within sixty (60) days from the **Contract Purchase Date** and a claim has not been incurred, **We** will refund the entire **Contract Charge**. No administrative fee will be charged within the first sixty (60) days of cancellation from the **Contract Purchase Date**. After sixty (60) days or if **You** have incurred a claim, **We** will refund an amount of the **Contract Charge** according to the pro-rata method reflecting the greater of days in force based on the term of the plan selected and the date **Coverage** begins, less an administrative fee of \$25 or 10% of the refund amount, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to **You**.

**General Provisions – Section H “Dispute Resolutions – Arbitration”** is deleted in its entirety and replaced with the following:

#### **Dispute Resolution – Arbitration**

This **Service Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** rights to resolve any dispute arising from this **Service Contract** by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. 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 of any such error.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire". Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the California Civil Code (1750 et. seq.). The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Service Contract**. The laws of the state of California govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

All fees and costs charged to **You** under this provision shall be waived if **You** are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If **You** are determined to be an indigent consumer all provisions of California Code of Civil Procedure 1284.3 apply.

**General Provisions – Section I "Insurance"** is deleted in its entirety and replaced by the following:

#### **Insurance**

Performance to **You** under this **Service Contract** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is First Colonial Insurance Company (a subsidiary of the Allstate Corporation), 1776 Heritage Life Drive, Jacksonville, FL 32224 (1-800-621-4871). If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357.

**What Is Not Covered – Item S** is deleted in its entirety and replaced with:

**FOR ANY BREAKDOWN IF THE REPAIR INFORMATION PROVIDED BY YOU IS NOT TRUE. FURTHER, WE RESERVE THE RIGHT TO REQUIRE THAT YOUR VEHICLE BE REMOVED FROM A REPAIR FACILITY AND TAKEN TO AN ALTERNATE REPAIR FACILITY IF REPAIR INFORMATION PROVIDED BY THE ORIGINAL REPAIR FACILITY IS NOT TRUE.**

#### **(5) Colorado**

**Our** obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by First Colonial Insurance Company, Policy Number: DL938-0006-CO.

#### **(6) Connecticut**

The **Coverage** afforded by this **Service Contract** is still available should the **Service Contract** period lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

**General Provisions – Section H "Dispute Resolution – Arbitration"** is amended to include:

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

**General Provisions – Section I "Insurance"** is deleted in its entirety and replaced by the following:

#### **Insurance**

Performance to **You** under this **Service Contract** is guaranteed by a Connecticut approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is First Colonial Insurance Company (a subsidiary of the Allstate Corporation), 1776 Heritage Life Drive, Jacksonville, FL 32224 (1-800-621-4871). If **You** are not satisfied with the insurance company's response, **You** may contact the Connecticut Department of Insurance at 1-800-203-3447.

#### **(7) Georgia**

**General Provisions – Section H "Dispute Resolution – Arbitration"** is deleted in its entirety.

**General Provisions – Section E "Cancellation of Your Contract"** is deleted in its entirety and replaced by the following:

#### **Cancellation of Your Contract**

##### **Cancellation By You**

**You**, or a person authorized by **You**, may cancel this **Service Contract** at any time by:

- a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.
- c. If **You** are unable to return the **Selling Dealer**, **You** must provide written notice to the **Administrator**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Service Contract**, **You** will receive one hundred percent (100%) of the unearned pro-rata **Contract Charge**, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the unearned pro-rata **Contract Charge**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

## **Cancellation By Us**

**We** may cancel this **Service Contract**:

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

If **We** cancel this **Service Contract**, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Contract Charge**; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this **Service Contract**, **You** will receive one hundred percent (100%) of the unearned pro-rata **Contract Charge**. The refund will be paid to the Lienholder if any, otherwise to **You**.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the **Application** page) to cancel this **Service Contract** and receive the refund. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from First Colonial Insurance Company.

**What is Not Covered – Exclusion C** is amended as follows:

Any reference to 'SLUDGE BUILD-UP' within this exclusion is deleted in its entirety.

**What is Not Covered – Exclusion E** is deleted in its entirety and replaced with the following:

**FOR AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS, AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER OR MANUFACTURER APPROVED DEALER INSTALLED OR FOR ANY DAMAGE CAUSED BY OR INVOLVING MODIFICATIONS, ALTERATIONS, OR ADDITIONS TO YOUR VEHICLE MADE SUBSEQUENT TO YOUR PURCHASE OF THIS CONTRACT.**

**What is Not Covered – Exclusion R** is deleted in its entirety and replaced with the following:

**FOR ANY BREAKDOWN THAT OCCURS TO YOUR VEHICLE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.**

**What is Not Covered – Exclusion S** is revised to read as follows:

**“FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU IS NOT TRUE”.**

**What is Not Covered – Exclusion X** is deleted in its entirety and replaced with the following:

**IF SUBSEQUENT TO THE PURCHASE OF THIS CONTRACT, YOUR VEHICLE IS MODIFIED FROM THE MANUFACTURER'S ORIGINAL SPECIFICATIONS REGARDLESS OF BY WHOM.**

**Contract Holder's Responsibilities – Section B “Filing a Claim” – Item 5 “Authorize Tear-Down and/or Inspection”** is deleted in its entirety.

### **(8) Idaho**

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

### **(9) Illinois**

**General Provisions – Section E “Cancellation of Your Contract” – Item 4 “How Refunds are Calculated”** is amended to include:

The seventy-five dollar (\$75) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50) or ten percent (10%) of the refund amount whichever is less.

### **(10) Indiana**

**Your** proof of payment to the **Selling Dealer** for this **Service 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 **Service Contract**.

### **(11) Iowa**

Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319.

**General Provisions – Section E “Cancellation of Your Contract”** is amended to add the following:

If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original Sale 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 this **Contract** to **Us**. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

### **(12) Kentucky**

Transfer fee is not applicable. Cancellation fee is not applicable.

### **(13) Louisiana**

**General Provisions – Section E “Cancellation of Your Contract”** is amended to include the following:

After sixty (60) days, **We** cannot cancel this **Contract** except:

1. If there has been a material misrepresentation or fraud at the time of sale on the **Contract**;
2. If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer; or
3. For non-payment of the **Contract Charge** by **You**, in which case **We** will provide **You** notice of cancellation by certified mail.

The refund will be based upon a pro-rata basis. In calculating a refund, no deduction shall be allowed for any **Claim** that has been paid under the **Contract**. If **You** have requested cancellation within the first 30 days, full refund, minus any cancellation fee, shall be issued. Cancellation fees will not exceed \$50.00. Any "less any claims paid" language does not apply in the State of Louisiana. The lienholder/lessor will be named on the refund check when financing has been provided for the **Contract Charge**. In the event of repossession or total loss, lienholder/lessor may request cancellation of this **Contract** and will be the sole named payee. This **Contract** is cancellable and refundable upon the request of **You**.

#### **(14) Maryland**

**General Provisions – Section E “Cancellation of Your Contract”** is amended as follows:

If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original **Contract** effective date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract to Us**.

After sixty (60) days, **We** cannot cancel this **Contract** except:

1. when there exists:
  - a. a material misrepresentation or fraud at the time of sale of the **Contract**;
  - b. a matter or issue related to the risk that constitutes a threat to public safety; or
  - c. a change in the condition of the risk that results in an increase in the hazard insured against;
2. for non-payment of **Premium**; or
3. due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

If **Your Contract** is financed, the insurer shall return any gross unearned premiums that are due under the insurance **Contract**, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. The transfer fee does not apply in Maryland.

#### **(15) Massachusetts**

The following wording is added:

**NOTICE TO YOU: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

#### **(16) Minnesota**

**General Provisions – Section E “Cancellation of Your Contract”** is amended to add the following:

A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the provider. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of premium, material misrepresentation or substantial breach of duties by **You**.

#### **(17) Mississippi**

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety.

#### **(18) Missouri**

**Definitions – “We”, “Us”, and “Our”** definition is amended to include : **“Provider”**

**General Provisions – Section E “Cancellation of Your Contract, Cancellation by You”** is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the **Contract Purchase Date** and **You** have not incurred a claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by the **Selling Dealer** or the **Administrator**, should the required refund not be paid within thirty (30) days of **Our** receipt of the canceled **Service Contract**. Should a penalty be due and owing, then **We** will pay it to the Lienholder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your Service Contract** within fifteen (15) days of the date of cancellation.

**General Provisions – Section I “Insurance”** is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

#### **(19) Nebraska**

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety and replaced with the following:

Any claim or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a. no arbitrator shall have the authority to award punitive damages or attorney's fees;
- b. neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

**(20) Nevada**

**GENERAL PROVISIONS – SECTION A “CONTRACT PERIOD” – ITEM 2 IS REVISED TO READ:**

**IF THIS CONTRACT IS PURCHASED MORE THAN FIVE (5) DAYS AFTER THE VEHICLE PURCHASE DATE OR, IF YOU DID NOT PURCHASE YOUR VEHICLE FROM THE SELLING DEALER, THEN A MANDATORY “WAITING PERIOD” WILL APPLY BEFORE COVERAGE BEGINS. THE WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES FROM THE CONTRACT PURCHASE DATE. HOWEVER, AN ADDITIONAL ONE (1) MONTH AND ONE THOUSAND (1,000) MILES WILL BE ADDED TO YOUR VEHICLE PLAN’S SCHEDULED EXPIRATION. THEREFORE, THE WAITING PERIOD WILL NOT REDUCE THE ACTUAL TIME/MILEAGE DURING WHICH YOU HAVE COVERAGE. COVERAGE WILL COMMENCE THIRTY-ONE (31) DAYS AND ONE THOUSAND ONE (1,001) MILES AFTER THE CONTRACT PURCHASE DATE AND THE CURRENT ODOMETER MILEAGE SHOWN ON THE REGISTRATION PAGE. CLAIMS INCURRED DURING THE WAITING PERIOD ARE NOT COVERED.**

**General Provisions – Section E “Cancellation of Your Contract” – Item 4 “How Refunds are Calculated”** is amended as follows:

If this **Service Contract** is canceled within sixty (60) days from the **Contract Purchase Date** and a claim has not been incurred, **We** will refund the entire **Contract Charge**, unless otherwise indicated by **Your** state (See Section VI. Special State Requirements), a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**, whether before or after sixty (60) days from the **Contract Purchase Date**. The penalty will apply to each 30 day period or portion thereof and any accrued penalties that remain unpaid.

**General Provisions – Section E “Cancellation of Your Contract” – Item 2 “Cancellation by Us”** is amended as follows:

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this **Service Contract** for any reason within seventy (70) days from the **Contract Purchase Date**.

No **Service Contract** that has been in effect for at least seventy (70) days may be cancelled by **Us** before the expiration of the agreed term or one (1) year after the effective date of the **Service Contract**, whichever occurs first, except on any of the following grounds:

- a. Failure by the **Contract Holder** to pay an amount when due;
- b. Conviction of the **Contract Holder** of a crime which results in the increase in the service required under the **Service Contract**;
- c. Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining the **Service Contract**, or in presenting a claim for service there under;
- d. Discovery of:
  1. An act or omission by the **Contract Holder** which has occurred after the effective date of the **Service Contract**; or
  2. A violation by the **Contract Holder** of any condition of the **Service Contract**, which has occurred after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold.
- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold.

In addition, if the **Contract** is cancelled for any one of these reasons, the cancellation fee will not be charged.

No cancellation of a **Service Contract** may be effective until at least 15 days after the notice of cancellation is mailed to the **Contract Holder**.

This **Contract** is not renewable by the **Contract Holder**.

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety and replaced by the following:

This **Service Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator and pay the expense of the arbitrator selected by that party. The two (2) arbitrators will select a third arbitrator called an “umpire.” The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1 et. seq.) and not by any state law under this **Service Contract**. The laws of the state of Nevada (without giving effect to its conflict-of-law principles) govern all matters arising out of or relating to this **Service Contract**, and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

**What Is Not Covered – Exclusion X** is deleted in its entirety and replaced with the following:

This **Contract** will not cover 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 or repaired in an unauthorized manner or a manner that differs from the manufacturer’s original specifications, **We** will not automatically suspend all **Coverage**. Rather, the **Contract** will continue to provide any applicable **Coverage** that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such **Coverage** is otherwise excluded by the terms of this **Contract**.

## **(21) New Hampshire**

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety.

**General Provisions – Section I “Insurance”** is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261. **Administrator** is defined in this **Contract** as American Colonial Administration, LLC. “The Obligor is Global Auto Solutions, Inc. dba Centennial Global Solutions.”

## **(22) New Mexico**

**General Provisions – Section E “Cancellation of Your Contract”** is revised to add the following:

No **Contract** that has been in effect for at least seventy (70) days will be cancelled by the provider before the expiration of the agreed term or one (1) year after the **Contract Purchase Date**, whichever occurs first, except on any of the following grounds:

1. Failure by **You** to pay an amount when due;
2. Conviction of **You** of a crime that results in an increase in the service required under the **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the **Contract Purchase Date** and substantially and materially increased the service required under the **Contract**: a. An act or omission by **You**; or b. A violation by **You** of any condition of the **Contract**.

The right to void this **Contract** is not transferable and applies only to the original **Contract Holder**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for 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. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. The cancellation fee does not apply in New Mexico.

## **(23) New York**

**General Provisions – Section E “Cancellation of Your Contract”** is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the **Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Selling Dealer** or the **Administrator**.

## **(24) Oklahoma**

Service Warranty License Number: 864053

The following wording is added:

**Coverage** afforded under this **Service Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. **This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.**

**General Provisions – Section E “Cancellation of Your Contract”** is deleted in its entirety and replaced by the following:

### **Cancellation of Your Contract**

#### **Cancellation By You**

**You**, or a person authorized by **You**, may cancel this **Contract** at any time by:

- a. Returning to the **Selling Dealer** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Selling Dealer** to cancel the **Contract**.
- c. If **You** are unable to return to the **Selling Dealer**, **You** must provide written notice to the **Administrator**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Contract**, **You** will receive 100% of the unearned pro-rata **Premium**, less an administrative fee of \$50 or 10% of the unearned pro-rata **Premium**, whichever is less. The refund will be paid to the Lienholder of the unearned pro-rata **Premium**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

#### **Cancellation By Us**

**We** may cancel this **Contract** for any reason within ninety (90) days from the effective date. After ninety (90) days, **We** may cancel this **Contract**:

- In the event of fraud;
- In the event of material misrepresentation;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Contract Charge**;
- If **Your Vehicle** is totaled, is repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

If **We** cancel this **Contract**, **We** will mail **You** written notice at least thirty (30) days prior to the effective date of cancellation.

If **We** cancel this **Contract**, **You** will receive 100% of the unearned pro-rata **Premium**. The refund will be paid to the Lienholder if any, otherwise to **You**.



If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the Application page) to cancel this **Contract** and receive the refund.

Oklahoma service warranty Statutes do not apply to **Commercial Use** references in service warranty contracts.

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety and replaced by the following:

This **Service Contract** allows for non-binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this arbitration provision, **You** have not given up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or jury. In arbitration, a group of three arbitrators (each of whom is independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1st seq.) and not by any state law under this **Service Contract**. The laws of the state of Ohio (without giving effect to its conflict of law principals) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

This **Contract** may be subject to a **WAITING PERIOD**, which is defined in **III. General Provisions** under **Section A. Contract Period**.

#### **(25) Oregon**

**General Provisions – Section H “Dispute Resolution – Arbitration”** is amended to add the following:

If claim settlement 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 **You**. Such proceedings will be held in the state of Oregon and governed by the laws of the state of Oregon.

#### **(26) South Carolina**

**South Carolina resident only:** In the event of a dispute with the provider of this **Contract**, **You** may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the **Service Contract** to the provider.

The purchase of this **Contract** is not required in order to purchase or lease a vehicle or obtain vehicle financing.

#### **(27) Texas**

If **You** have any questions regarding the regulation of this **Contract** or a complaint against the **Administrator**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, 800-803-9202.

**General Provisions – Section E “Cancellation of Your Contract”** is amended to add the following:

A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Contract** to **Us**. If a covered claim is not paid within forty-five (45) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a claim directly with First Colonial Insurance Company at 800-621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. If **We** cancel this **Contract** for any reason other than non-payment of the **Contract Charge** or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **Administrator** is defined in this **Contract** as Colonial Administration.

#### **(28) Utah**

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

This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **CONTRACT HOLDER’S RESPONSIBILITIES** section, is amended to add the following: If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract**, it does not invalidate a claim made by **You** if **You** show that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss was filed as soon as reasonably possible.

**General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety and replaced with the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**General Provisions – Section E “Cancellation of Your Contract”** is amended to add the following:

If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract Charge**;
2. Forty five (45) days before the effective date of cancellation if cancelled for any other reason.
  - (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**;
  - (iii) substantial breaches of contractual duties, conditions, or warranties.

**Payment Terms:** This **Contract** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan.

**CONTRACT HOLDER’S RESPONSIBILITIES** section is further revised to add the following:

If an emergency occurs which requires a covered **Breakdown** repair to be made at a time when the **Administrator’s** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of **4 – Prior Approval**. After following these instructions, contact the **Administrator** for claim instructions on the next business day, at 855-807-2885, or as soon as reasonably possible.

### **(29) West Virginia**

The cancellation fee does not apply in West Virginia.

**General Provisions – Section H “Dispute Resolution - Arbitration”** is amended to add the following:

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator’s fee shall be made by **Us** if **Coverage** is found to exist. If **Coverage** is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

### **(30) Wisconsin**

**Definitions –** The definition for “**Contract Charge** and/or **Premium**” is deleted in its entirety and replaced with:

**Contract Charge, Premium** and/or **Provider Fee** means the amount **You** paid for this **Service Contract**, as shown on the **Registration Page**.

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

**General Provisions – Section F “Our Rights to Recover Payment”** is deleted in its entirety and replaced with the following:

After **You** are made whole, **Your** rights of recovery from anyone else becomes **Ours** up to the amount **We** have paid. **You** must protect these rights and help **Us** enforce them.

**Contract Holder’s Responsibilities – Section B “Filing a Claim” – Item 4 “Prior Approval”** is revised to add the following:

Failure to receive preauthorization will not cause **Your** claim to be denied, but **You** should contact the **Administrator** as soon as reasonably possible.

**Contract Holder’s Responsibilities – Section B “Filing a Claim” – Item 8 “Proof of Service and/or Repair”** is deleted in its entirety and replaced with the following:

To obtain payment for a covered **Breakdown**, **You** or the **Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: Authorization number, authorized amount, **Your** name, address, phone number and signature; **Repair Facility** name, address, and phone number; Vehicle Identification Number (VIN), Vehicle mileage and repair date; **Your** description of the **Breakdown** and the **Repair Facility’s** description of the diagnosis and repair; part numbers, part descriptions and prices; labor hours, labor descriptions, labor rate; and the total amount requested for payment. All documents pertaining to a claim must be submitted to **Us** as soon as reasonably possible and within one (1) year from the date of the covered **Breakdown** to be eligible for payment. Failure to provide receipts within this time period may result in the denial of reimbursement. When submitting **Your** claim for payment, send only photocopies of **Your** receipts. Keep the originals for **Your** records.

**General Provisions – Section E “Cancellation of Your Contract”** is deleted in its entirety and replaced with the following:

**You** may cancel this **Contract** by submitting a written request to the **Selling Dealer** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first sixty (60) days from the **Contract Purchase Date**, **We** or the **Selling Dealer** will refund **You** 100% of the **Contract Charge**. After the first sixty (60) days from the **Contract Purchase Date**, **We** or the **Selling Dealer** will refund **You** a pro-rated amount of the **Contract Charge**, based on the lesser of the months or miles remaining, less a cancellation fee of fifty dollar (\$50) or ten (10%) percent of the **Contract Charge**, whichever is less.

**We** may cancel this **Contract** for material misrepresentation or fraud by the **Contract Holder**, non-payment of **Provider Fee**, or if the **Vehicle** is determined to be ineligible. If **We** cancel this **Contract**, **We** or the **Selling Dealer** will refund **You** 100% of the **Provider Fee**.

A ten (10%) percent penalty per month shall be added to any refund amount outstanding that is not paid within forty-five (45) days of the date **You** cancel **Your Contract**.

If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder on the **Declarations Page** to cancel this **Contract**.

**(31) Wyoming**

**General Provisions – Section E “Cancellation of Your Contract”** is amended to add the following:

If **You** are the original **Contract Holder** and **You** cancel this **Contract** within sixty (60) days of the original **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty five (45) days of return of this **Contract** to **Us**.

If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least:

Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the **Contract Charge**, a material misrepresentation by **You** to the provider or a substantial breach of duties by **You** relating to the covered product or its use

**General Provisions – Section H “Dispute Resolution - Arbitration”** is deleted and replaced with the following:

At the time of any dispute, the parties may submit their matters of difference to binding arbitration if agreed upon by both parties in a separate written agreement.

**General Provisions – Section I “Insurance”** is deleted in its entirety and replaced by the following:

**Insurance**

Performance to **You** under this **Service Contract** is guaranteed by a Wyoming approved insurance company. **You** may file a claim with this insurance company if any promise made in the **Service Contract** has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is First Colonial Insurance Company (a subsidiary of the Allstate Corporation), 1776 Heritage Life Drive, Jacksonville, FL 32224 (1-800-621-4871).

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