

This Contract is between you and us and applies only to the Vehicle identified on the Registration Page and only if you have paid the Contract Price to obtain the coverage selected. You may contact us by mail at P.O. Box 830637, Birmingham, AL 35283-0637, or by phone at 1-800-432-4566. The Seller has discretion in determining the retail price of this Contract.

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

## SECTION A DEFINITIONS

The following definitions apply to this Contract along with definitions appearing elsewhere in this Contract. The Registration Page contains boxes with capitalized terms. When any of those terms appear in this Contract, they refer to the specific vehicle, person, date or other item that has been entered into the associated box on the Registration Page.

1. **Covered Part(s)** means one or more of the parts or components identified as subject to coverage in Section E (Coverage) for the Coverage selected and not specifically excluded in Section H (Exclusions and Other Coverage Limitations).
2. **Covered Repair** means the repair or replacement of one or more Covered Parts for which we have a reimbursement obligation greater than zero dollars under this Contract.
3. **Registration Page** means the first page of this Contract containing information about this Contract, you and the Vehicle.
4. **Repair Facility** means any licensed automotive repair facility operated by the Seller or an independent provider.
5. **Road Hazard** means a condition on public, paved streets while driving in a legal manner such as potholes, rocks, nails, metal parts, wood debris, plastic, glass and other objects, including medians, curbs and parking stops, causing damage to the tire(s) and/or wheel(s) attached to your Vehicle.
6. **You** and **your** refer to the Contract Holder(s) as named on the Registration Page or the person(s) to whom this Contract was properly transferred.
7. **We, us** and **our** refer to the obligor, provider and administrator. The obligor, provider and administrator is Interstate National Dealer Services of Florida, Inc. ("INDSF") in Florida, Interstate Administrative Services, Inc. ("IAS") in Oklahoma, National Warranty Corp. DBA NWC-PIPI Insurance Services ("NWC") in California, National Warranty Corp. ("NWC") in Washington, and Interstate National Dealer Services, Inc. ("INDS") in all other states.

## SECTION B YOUR RESPONSIBILITIES

You have the responsibility to properly maintain the tires on your Vehicle as recommended by the tire manufacturer and/or manufacturer of your Vehicle and perform all manufacturer recommended and preventive maintenance including alignments, rotations and balancing, and to reasonably protect the Vehicle from further damage when one or more parts fail. You have the responsibility to maintain records of maintenance performed by you or others, to follow the procedures for reporting a claim for benefits as described in Section F (Claim Procedures), and to cooperate fully with our reasonable requests to examine maintenance records, inspect the Vehicle, or establish ownership of the Vehicle in the event you report a claim for benefits. You have the responsibility to see that your tires are maintained and operated at the proper inflation pressures. Check the air pressure of each tire, including the spare, at least monthly when the tires are cool. It is your responsibility to replace any tire when the tread depth, at its lowest point, reaches 2/32 of an inch. In the event of an unauthorized after normal business hours repair, you must submit any claim for reimbursement to us with all documentation required

for processing your claim within 90 days after a Covered Repair has been performed. If a higher priced tire or wheel is accepted as a replacement, the difference in price will be your responsibility. **YOU MUST OBTAIN PREAUTHORIZATION FROM US BEFORE ANY REPAIRS ARE MADE.**

## SECTION C WHEN COVERAGE BEGINS AND ENDS

Coverage under this Contract begins at 12:01 AM (your local time) on the Contract Purchase Date and ends on the Contract Expiration Date or when the Contract is cancelled under the provisions of Section L (Contract Cancellation).

## SECTION D DEDUCTIBLE

**Each time there is a Covered Repair, the amount of the Deductible will be \$0. A Deductible does not apply to the additional benefits described in Section G (Additional Benefits).**

## SECTION E COVERAGE

Subject to the Deductible and other provisions of this Contract, we will reimburse you or the Repair Facility, as applicable, for the pre-authorized cost of a Covered Repair resulting from damage caused by a Road Hazard occurring and reported to us after Coverage begins and before this Contract expires or is cancelled. We are entitled to apply the following limits and restrictions to our pre-authorization and reimbursement decisions:

1. **We will not pay for expenses that exceed the manufacturer's suggested retail price or the Repair Facility's posted hourly labor rate multiplied by the appropriate operation time, as published in a nationally-recognized labor time guide.**
2. We reserve the right to inspect the Vehicle, including its tires and/or wheels, and its maintenance records, and to request proof of its ownership in the event of a claim. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.
3. Any tire(s) and/or wheel(s) replaced on your Vehicle due to damage from a Road Hazard will be treated as a Covered Part(s) until this Contract expires or is cancelled.

**Coverage is limited to the parts and other items described below:**

### Tire & Wheel Coverage

**Tire:** Repair or if non-repairable replace each tire attached to your Vehicle with a tread depth of 3/32 of an inch or more due to damage from a Road Hazard. **Coverage is limited to \$350 for each tire per Covered Repair. The replacement tire is limited to the same tire as the Vehicle's original equipment manufacturer's tire or a comparable tire of like kind and quality if the original equipment manufacturer's tire is not available or out of production.**

**The repair or replacement of a tire will include the following as applicable:** mounting, balancing, wheel weights, valve stems, patches/patch plugs and taxes required to complete a Covered Repair.

**Wheel:** Repair or if non-repairable replace each wheel attached to your Vehicle that will not seal or hold air after a tire is repaired or replaced due to a Road Hazard. **Coverage is limited to \$600 for each wheel per Covered Repair. The replacement wheel is limited to the same wheel as the Vehicle's original equipment manufacturer's wheel or a comparable wheel of like kind and quality if the original equipment manufacturer's wheel is not available or out of production.**

## SECTION F CLAIM PROCEDURES

1. Take immediate action to prevent further damage to the tire(s) and/or wheel(s) attached to your Vehicle.
2. Take the Vehicle to a Repair Facility before this Contract

expires or is cancelled and provide the Repair Facility with a copy of the Contract or the Contract Number, if possible.

3. You or the Repair Facility must contact us at 1-877-738-6567 to obtain authorization before any parts are repaired, replaced or cleaned.
4. Authorize disassembly of the tire and/or wheel attached to your Vehicle if disassembly is necessary to diagnose the cause of the reported Road Hazard and/or the cost of repairs. You will be responsible for any disassembly charges if the repairs are not Covered Repairs.
5. If requested, provide us or the Repair Facility with copies of the Vehicle's maintenance records.
6. Within 90 calendar days after the Covered Repair is performed, you or the Repair Facility must furnish us with copies of an itemized, dated repair order and paid receipt(s).

In the event of an unauthorized emergency repair performed outside of normal business hours, please submit copies of an itemized, dated repair order and paid receipt(s) to us for reimbursement within 90 days after the Covered Repair is performed. Reimbursement will be made according to the terms of this Contract.

## SECTION G ADDITIONAL BENEFITS

The following additional benefits are available beginning at 12:01 AM (your local time) on the Contract Purchase Date and continuing until this Contract expires or is cancelled. We will pay or reimburse you for actual expenses incurred, subject to the limitations described below. You are responsible for providing us with copies of receipts or other documents supporting these expenses within 90 calendar days after the costs are incurred. We will regard any applicable taxes as part of the expense.

**Towing/Flat Tire Allowance:** Towing/Flat Tire allowance is available to you in the United States, its territories and possessions and Canada if the Vehicle becomes inoperable due to damage to tire(s) and/or wheel(s) from a Road Hazard (regardless of whether it results in a Covered Repair). This allowance comprises towing service and flat tire replacement using the Vehicle's inflated spare. We will reimburse you up to \$100 per incident for towing assistance or flat tire replacement expenses incurred. You must make your own arrangements for towing and flat tire replacement assistance.

## SECTION H EXCLUSIONS AND OTHER COVERAGE LIMITATIONS

This Contract does not cover the following:

1. **Repairs or replacements falling within or resulting from any of the following descriptions:**  
not authorized in advance, except unauthorized emergency repairs performed outside of normal business hours as provided for in Section F (Claim Procedures) ♦ performed outside of either the United States, its territories and possessions, or Canada ♦ manufacturer's defects ♦ constituting upgrades or changes recommended by the Repair Facility or manufacturer ♦ repair or replacement of parts to improve the Vehicle's operating performance when, in either case, a Road Hazard has not occurred ♦ cosmetic damage repair.
2. **Losses and costs falling within or resulting from any of the following descriptions:**  
arising from fraud, bad faith or personal injury ♦ punitive or exemplary damages ♦ to property, other than as specifically covered under this Contract ♦ attorney fees and/or fines ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ♦ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ♦ occurring outside of either

the United States, its territories and possessions, or Canada ♦ consequential damages and losses ♦ your negligence or misuse ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ rust, corrosion, hail or salt ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ a pre-existing condition or damage ♦ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ♦ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part caused by the failure of or damage to a Covered Part ♦ dry rot ♦ snow chain damage, installation or removal ♦ contact and/or failure of exhaust, suspension, body or frame parts ♦ cosmetic damage ♦ tire flat spotting due to brake lock-up or improper storage ♦ tire sealants.

3. **If the Vehicle falls within any of the following descriptions:**  
is used for competitive driving, racing, snow plowing, off road, or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is for commercial use ♦ is overloaded.
4. **Parts, services and items falling within any of the following descriptions:**  
carbon fiber wheels ♦ tires with a tread depth less than 3/32 of an inch ♦ tire and/or wheel accessories ♦ temporary space-saver tire and wheel ♦ hubcaps, center caps, and/or wheel covers ♦ Tire Pressure Management System (TPMS) repair or replacement ♦ nitrogen filling for tires ♦ retreaded or tubed tires ♦ racing and/or Non-D.O.T. (Department of Transportation) approved tires ♦ wheel Locks ♦ paint, except to complete a Covered Repair ♦ any part(s), repairs or services not specified in Section E (Coverage) for the Coverage you chose ♦ wheels or tires transferred from your Vehicle to another motor vehicle ♦ adjustments and alignments ♦ shop supplies ♦ lubricants (except to complete a Covered Repair) ♦ seasonal snow tire mount or removal ♦ incorrect tire and/or wheel mounting, imbalance or improper repairs ♦ any other items subject to scheduled and/or routine maintenance or wear damage ♦ not specified in Section E (Coverage).

## SECTION I CLAIM APPEAL PROCESS

You may appeal a coverage denial by submitting a written request for an appeal describing the basis of your appeal to us by email or US mail within 20 business days after we notify you of our determination. Upon our receipt of your appeal request, we will assign a service representative to provide you with information about the appeal process.

A panel of three persons with experience in tire and wheel service contract coverage, but who were not responsible for adjudicating your claim, will review your appeal within 20 business days after our receipt of your written appeal. We will send written notification by mail or email of our appeal determination within 20 business days after our review of your appeal.

**Email Address:**  
claims@revolos.com

**Mailing Address:**  
P.O. Box 830637, Birmingham, AL 35283-0637  
Attn: Claim Review

**Phone:**  
1-800-942-0400

## SECTION J LIMITS OF LIABILITY

The liability for incidental and consequential damages arising from anyone's performance or failure to perform under this Contract or breach of any implied warranties is expressly excluded to the extent allowed by law.

## SECTION K CONTRACT TRANSFER

**This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$40 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change of ownership, the transferee should notify us.**

## SECTION L CONTRACT CANCELLATION

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail or email.

P.O. Box 830637, Birmingham, AL 35283-0637

cancellations@revolos.com

Cancellation will be effective as of the date we or the Seller receive your written cancellation request.

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.
3.
  - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
  - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
  - d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c and 3d above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b and 3d above, will be paid directly to the lienholder or lessor as sole payee.
5. If you cancel this Contract and do not receive a refund or refund credit to your loan or lease within 30 days, please notify us.

## SECTION M ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out

of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

1. **In no event will you have the right to file or participate in a class action or any other collective proceeding against us. Only a court, and not arbitrators, can determine the validity of this class action waiver.**
2. Subject to the preceding paragraph, you and we consent to have arbitration under this Contract joined with any other arbitration between you, on the one hand, and us, our agents and/or the insurer backing our obligations under this Contract, on the other hand, to the extent the disputes are related and joinder is reasonably feasible. The combined arbitration will be governed by this Contract's arbitration provisions, unless that is not practical. In that case, it will be governed by the other arbitration provisions.
3. If the AAA is not available to administer this Contract's arbitration, we will select another generally recognized arbitration administrator, reasonably acceptable to you. The arbitration will be under that administrator's rules, subject to any contrary provisions of this Contract.
4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.
5. These provisions under "Arbitration and Other Matters Concerning Disputes" will survive the termination of this Contract and apply to cover any controversy, claim or dispute you may have with an insurer backing our obligations under this Contract.

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

## SECTION N GENERAL TERMS

1. Any provision of this Contract which, on the Contract Purchase Date, conflicts with applicable federal, state or local laws is amended to conform to the minimum requirements of such laws.
2. The terms and conditions outlined above are the full and complete Contract between the parties. No oral representations or statements should be relied upon by the Contract Holder(s).
3. No amendment, supplement, or waiver of any provision of this Contract will be binding against us unless it is in writing and signed by us.
4. **If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall provide reasonable cooperation to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.**
5. This Contract is not renewable.

## SECTION O STATE AMENDMENT REQUIREMENTS / DISCLOSURES

This Contract is amended to comply with the requirements and disclosures for the Seller's state set forth below.

### Alabama

The following is added to the Contract:

Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or a material misrepresentation by you to us relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The last paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction in the state of Alabama. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

### Alaska

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 30 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsection 3 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

3. **If the Vehicle falls within any of the following descriptions: is used for competitive driving, racing, commercial/business**

**snow plowing, off road, or police or emergency services ♦ is driven by multiple, unrelated drivers (such as a fleet vehicle) ♦ is for commercial use ♦ is overloaded.**

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. You are convicted of a crime having as one of its necessary elements an act increasing a hazard covered under this Contract;
- b. We discover you or your representative has committed a fraudulent act or made a material misrepresentation in obtaining this Contract or in pursuing a claim under this Contract;
- c. We discover a grossly negligent act or omission by you which substantially increases the hazards covered under this Contract;
- d. You commit a substantial breach of duties related to the Vehicle; or
- e. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price or for fraud or a material misrepresentation by you in obtaining this Contract or in pursuing a claim under this Contract.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 7.5% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. If this Contract is canceled by you within 30 calendar days of the Contract Purchase Date, a 10% penalty per month, based on the Amount Paid, shall be added to a refund that is not paid or credited within 45 days. If this Contract is canceled by you more than 30 calendar days after the Contract Purchase Date, a 10% penalty per month, based on the unearned Amount Paid, shall be added to a refund that is not paid or credited within 45 days. If we cancel this Contract, a 10% penalty per month, based on the unearned Amount Paid, shall be added to a refund that is not paid or credited within 45 days.
- e. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c, 3d and 3e above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b, 3d and 3e above, will be paid directly to the lienholder or lessor as sole payee.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary,

and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. If elected, arbitration will take place in the county of your residence or place of business or any other county in the state of Alaska agreed to by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

#### Arizona

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The processing fee shall not exceed the amount of the refund. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

Arbitration does not preclude your right to file a complaint with the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, Arizona 85007-2624.

#### Arkansas

Section A (Definitions) is amended by adding the following:

10. **Punitive damages** means those imposed to punish a wrongdoer and to deter others from similar conduct.
11. **Exemplary damages** means those awarded in addition to actual damages.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### **M. MATTERS CONCERNING DISPUTES**

Any legal proceeding with respect to a dispute will be tried before

a judge in a court of competent jurisdiction. Any legal proceeding arising out of or relating to this Contract, or to its breach, must be brought within the time allowed by law.

#### California

The following is added to the Contract:

Sales tax is prohibited in California.

**Pre-existing condition or damage** means a condition or damage that existed prior to the Contract Purchase Date of this Contract.

**This Contract does not cover pre-existing conditions and damages.**

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Performance to you under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within 60 days after your request. The name, address and phone number of the insurance company is: Protective Property & Casualty Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, MO 63017, 800-950-6060. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site [www.insurance.ca.gov](http://www.insurance.ca.gov).

If you cancel this Contract and do not receive a refund, please contact the insurance company.

The following is added to Section A (Definitions):

**Commercial Use** means any Vehicle used in a commercial manner including but not limited to: delivery purposes, rental, livery, taxi, construction, hauling heavy machinery, materials or equipment, removal of factory truck beds to replace with dump beds, flat beds, rack bodies, ladder rack, pipe storage assembly and tool box beds, exceeds a one (1) ton rating or has right handed steering.

Section B (Your Responsibilities) is amended by adding the following:

The manufacturer's recommended maintenance schedule can be found on your vehicle's manufacturer's website. In addition, manufacturer's recommended maintenance schedules may be obtained from Edmunds.com at the following link: <https://www.edmunds.com/car-maintenance/guide-page.html>.

Subsection 2 of Section E (Coverage) is deleted and replaced with the following:

2. We reserve the right to inspect the Vehicle, including its tires and/or wheels, and its maintenance records, and to request proof of its ownership in the event of a claim. If you are unable to provide maintenance records, we may not refuse or deny a claim based solely on your inability to provide the records. If we require an inspection, the inspection will be performed within 3 business days. We reserve the right to recoup any amount we paid for a Covered Repair to the extent you recover more than your actual loss, collectively, from us and one or more third parties.

Subsection 5 of Section F (Claim Procedures) is amended by adding the following:

**We may not refuse or deny a claim based solely on your inability to provide maintenance records.**

Section I (Claim Appeal Process) is deleted in its entirety.

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within the first 60 days of the Contract Purchase Date for any reason. After the first 60 days, we may only cancel this Contract for one or more of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract; or
  - b. You did not pay the Contract Price.If we cancel this Contract within 60 calendar days of the Contract Purchase Date, cancellation is conditioned upon the following:
  - a. Notice of cancellation is mailed to you postmarked before the 61st day after the Contract Purchase Date.
  - b. The refund is paid or credited within 30 calendar days of the effective date of cancellation.

c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

If we cancel at any time for nonpayment of the Contract Price, cancellation is conditioned upon the following:

a. Notice of cancellation is mailed to you.

b. If any refund is owed, the refund is paid or credited within 30 calendar days of the effective date of cancellation.

c. The Contract ceases to be valid no less than 5 days after the postmark date of the notice.

d. The notice states the specific grounds for the cancellation.

If we cancel at any time for material misrepresentation or fraud by you, cancellation is conditioned upon the following:

a. Notice of cancellation is mailed to you.

b. The refund is paid or credited within 30 calendar days of the effective date of cancellation.

c. The notice states the specific nature of the misrepresentation.

If we cancel this Contract, we are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract.

3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund the full amount of the Contract Price paid by you.

b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, a refund will be made by us, minus a processing fee of \$25 or 10% of the Contract Price, whichever is less. The refund will be calculated on a pro-rata basis and will be the amount determined based on unused time.

c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and you have not incurred a claim, we will refund the full amount of the Contract Price paid by you. If a claim has been incurred, a refund will be made by us calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.

d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c and 3d above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge off, or total loss and we cancel due to nonpayment, any refund due, based on 3a, 3c and 3d above, will be paid directly to the lienholder or lessor as sole payee if the Contract was financed with your Vehicle.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### M. MATTERS CONCERNING DISPUTES

Any legal proceeding with respect to a dispute will be tried before a judge in the California courts. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than four years after this Contract has expired.

Subsection 4 of Section N (General Terms) is deleted and replaced with the following:

**4. If we make any payment under this Contract and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is reasonably necessary to enable us to enforce those rights. Our subrogation rights become effective after you are made whole.**

#### Colorado

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

**Our obligations under this Contract are backed by Protective**

**Property & Casualty Insurance Company. The policy number is SL22-CO0321. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

**We may cancel** this Contract at any time before it expires for any of the following reasons:

a. Material misrepresentation or fraud by you with regard to the Contract;

b. You fail to maintain the Vehicle as prescribed by the manufacturer; or

c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if the reason we cancel is for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach by you relating to the covered Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.

c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.

d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### Connecticut

The following is added to the Contract:

If the Contract Term Months is less than 12 months, we will automatically extend the Term Months for at least the number of days your Vehicle is in the possession of a Repair Facility for Covered Repairs during the term of the Contract.

Subsection 1 of Section L (Contract Cancellation) is amended by adding the following:

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

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### M. MATTERS CONCERNING DISPUTES

In the event that you and we cannot resolve a dispute over the terms of the Contract or a claim, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall be mailed to: State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the purchase or lease price of the Vehicle and cost of repair, and include a copy of the Contract. The dispute will be resolved in accordance with the mediation and arbitration provisions set forth in Connecticut Regulation Sections 42-260-3 through 42-260-5.

## District of Columbia

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
- a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

### **M. MATTERS CONCERNING DISPUTES**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. You and we waive the right to a jury trial in any such proceeding. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

## Florida

The following is added to the Contract:

**The obligor, provider and administrator is National Dealer Services of Florida, Inc. (Florida License No. 60088), P.O. Box 830637, Birmingham, AL 35283-0637.**

The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation.

The following language in the first paragraph on page 2 of this Contract is not applicable in Florida and is deleted in its entirety:

The Seller has discretion in determining the retail price of this Contract.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel this Contract** within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:
- a. Material misrepresentation or fraud by you at the time of the sale of this Contract;
  - b. You fail to maintain the Vehicle as prescribed by the

manufacturer; or

- c. You did not pay the Contract Price, in which case we shall provide you notice of cancellation by certified mail.
3. a. If you or we cancel this Contract within 60 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 60 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 60 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us at the time of the dispute. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

## Georgia

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 2 of Section H (Exclusions and Other Coverage Limitations) is deleted and replaced with the following:

2. **Losses and costs falling within or resulting from any of the following descriptions:**

**arising from fraud, bad faith or personal injury ♦ punitive or exemplary damages ♦ to property, other than as specifically covered under this Contract ♦ attorney fees and/or fines ♦ arising from unauthorized diagnostic time, hazardous waste disposal, environmental fees, core charges, storage fees, freight charges or fuel surcharges ♦ shipping charges for tires and/or wheels damaged by a Road Hazard or for replacement tires and/or wheels ♦ occurring outside of either the United States, its territories and possessions, or Canada ♦ consequential damages and losses ♦ your negligence or misuse ♦ collision, upset, civil commotion, riot, illegal acts, nuclear events, war, or terrorism ♦ rust, corrosion, hail or salt ♦ water, explosion, lightning strikes, acts of nature or other external forces or events ♦ a mechanical or structural flaw**



**acknowledged by the manufacturer or that the manufacturer will repair at its expense ♦ failure to take reasonable precautions to prevent further damage when an apparent problem exists ♦ a pre-existing condition or damage known to you ♦ normal wear and tear, suspension misalignment, and overinflated or underinflated tires ♦ failure of or damage to a Covered Part caused by the failure of or damage to a non-covered part ♦ failure of a non-covered part caused by the failure of or damage to a Covered Part ♦ dry rot ♦ snow chain damage, installation or removal ♦ contact and/or failure of exhaust, suspension, body or frame parts ♦ cosmetic damage ♦ tire flat spotting due to brake lock-up or improper storage ♦ tire sealants.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract; or
- b. You did not pay the Contract Price.

We shall give you written notice of cancellation, stating the effective date and reason for cancellation, at least 30 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### **M. MATTERS CONCERNING DISPUTES**

Any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract, or to its breach, be brought more than two years after this Contract has expired.

#### **Hawaii**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by

you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **Idaho**

The following is added to the Contract:

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

#### **Illinois**

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail or email.

P.O. Box 830637, Birmingham, AL 35283-0637  
cancellations@revolos.com

Cancellation will be effective as of the date we or the Seller receive your written cancellation request. We are responsible for honoring cancellation requests. However, the Seller may handle a request for cancellation on our behalf.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **Indiana**

The following is added to the Contract:

**This Contract is not insurance and is not subject to Indiana insurance law.**

Your proof of payment to the Seller or to us for this Contract shall be considered proof of payment to the insurance company which guarantees our obligations to you, provided such insurance was in effect at the time you purchased this Contract.



The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

#### Iowa

The following is added to the Contract:

If you have any questions regarding this Contract, you may contact us by mail or by phone. Refer to the Registration Page for our address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Insurance Division, 1963 Bell Avenue, Ste. 100, Des Moines, IA 50315-1000; telephone number (515) 654-6600.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### Louisiana

The following is added to the Contract:

This Contract is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the attorney general.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### Maine

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf

(the "Amount Paid") including any applicable sales tax. If you cancel this Contract and have not incurred a claim, a 10% penalty of the Contract Price outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

If you purchased this Contract in Maine for a pre-owned vehicle registered in Maine, the arbitration proceedings will be held in Maine.

#### **Maryland**

The following is added to the Contract:

A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

If we fail to perform the services under this Contract within a reasonable time period, we will automatically extend the Term Months for at least the number of days your Vehicle is in possession of the Repair Facility for a Covered Repair during the term of the Contract. This Contract will not terminate until the services are provided in accordance with the terms of this Contract.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month, based on the full Amount Paid, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover

the reason for cancellation as the cancellation date and will be the amount determined based on unused time.

- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

- 4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within 60 calendar days following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

#### **Minnesota**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

- 2. **We may cancel this Contract** at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Five days' notice is required if the reason for cancellation is for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.

- 3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **Mississippi**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

- 2. **We may cancel this Contract** at any time before it expires only for one or more of the following reasons:

- a. A material misrepresentation by you to us;

b. A substantial breach of duties by you relating to the Vehicle or its use; or

c. You did not pay the Contract Price.

Cancellation will be effective 30 days after we give you notice of cancellation, which will include the reason for cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

**EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS OTHERWISE PROVIDED IN THIS CONTRACT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO IT, OR TO ITS BREACH, SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE RULES AND PROVISIONS OF ITS MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM THEN IN EFFECT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION TO ENTER SUCH A JUDGMENT. WE SHALL PAY ALL COSTS OF ARBITRATION, EXCEPT YOU AND WE MUST EACH BEAR THE COST OF EACH PARTY'S OWN ATTORNEY, EXPERT AND WITNESS FEES AND EXPENSES, UNLESS AN ARBITRATOR DETERMINES THAT YOU OR WE ARE ENTITLED TO RECOVER ATTORNEY'S FEES AND ANY OTHER FEES AND EXPENSES BASED ON APPLICABLE LAW. IF YOU OR WE REQUEST A PANEL OF THREE ARBITRATORS, THE PARTY MAKING SUCH REQUEST SHALL PAY THE FEES INCURRED FOR THOSE ADDITIONAL ARBITRATORS. YOU AND WE ACKNOWLEDGE THAT THIS CONTRACT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION, ENFORCEMENT AND PROCEEDINGS PURSUANT TO THIS CONTRACT'S ARBITRATION PROVISIONS.**

- 1. IN NO EVENT WILL YOU HAVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING**

**AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**

- 2. SUBJECT TO THE PRECEDING PARAGRAPH, YOU AND WE CONSENT TO HAVE ARBITRATION UNDER THIS CONTRACT JOINED WITH ANY OTHER ARBITRATION BETWEEN YOU, ON THE ONE HAND, AND US, OUR AGENTS AND/OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, ON THE OTHER HAND, TO THE EXTENT THE DISPUTES ARE RELATED AND JOINDER IS REASONABLY FEASIBLE. THE COMBINED ARBITRATION WILL BE GOVERNED BY THIS CONTRACT'S ARBITRATION PROVISIONS, UNLESS THAT IS NOT PRACTICAL. IN THAT CASE, IT WILL BE GOVERNED BY THE OTHER ARBITRATION PROVISIONS. ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR RESIDENCE, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY YOU AND US.**
- 3. IF THE AAA IS NOT AVAILABLE TO ADMINISTER THIS CONTRACT'S ARBITRATION, WE WILL SELECT ANOTHER GENERALLY RECOGNIZED ARBITRATION ADMINISTRATOR, REASONABLY ACCEPTABLE TO YOU. THE ARBITRATION WILL BE UNDER THAT ADMINISTRATOR'S RULES, SUBJECT TO ANY CONTRARY PROVISIONS OF THIS CONTRACT.**
- 4. IF YOU REMAIN UNSATISFIED FOLLOWING A CLAIM OR OTHER DETERMINATION BY US, OUR APPEALS PANEL OR THE INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT, AND YOU WISH TO INITIATE ARBITRATION (OR, WHEN APPLICABLE, A COURT PROCEEDING), YOU MUST INITIATE THE ARBITRATION OR COURT PROCEEDING WITHIN 60 CALENDAR DAYS FOLLOWING WHEN YOU RECEIVE NOTIFICATION OF THE LAST TO OCCUR OF THE FOLLOWING: (A) THE INSURER'S DETERMINATION, IF YOU HAVE EXERCISED YOUR RIGHT TO SEEK SATISFACTION FROM AN INSURER BACKING OUR OBLIGATIONS UNDER THIS CONTRACT; (B) THE APPEALS DETERMINATION, IF YOU HAVE FILED AN APPEAL UNDER SECTION I (CLAIM APPEAL PROCESS); OR (C) OUR DETERMINATION UNDER THIS CONTRACT, IF YOU HAVE NEITHER SOUGHT SATISFACTION FROM THE INSURER NOR FILED AN APPEAL. YOUR FAILURE TO MEET THIS REQUIREMENT WILL DENY YOU THE RIGHT TO DISPUTE THE DETERMINATION THROUGH ARBITRATION OR A COURT PROCEEDING. IN NO EVENT MAY ARBITRATION OR A COURT PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, OR TO ITS BREACH, BE BROUGHT MORE THAN THREE YEARS AFTER THIS CONTRACT HAS EXPIRED.**
- 5. THESE PROVISIONS UNDER "ARBITRATION AND OTHER MATTERS CONCERNING DISPUTES" WILL SURVIVE THE TERMINATION OF THIS CONTRACT AND APPLY TO COVER ANY CONTROVERSY, CLAIM OR DISPUTE YOU MAY HAVE WITH AN INSURER BACKING OUR**

**OBLIGATIONS UNDER THIS CONTRACT.**  
**IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO A DISPUTE WILL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

**Missouri**

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If a Covered Repair is not paid or a service is not provided within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 1 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

1. **You may cancel** this Contract before it expires by returning to the Seller to complete a cancellation request or by sending your written and currently dated request to us by mail or email.

P.O. Box 830637, Birmingham, AL 35283-0637  
cancellations@revolos.com

Cancellation will be effective as of the date we or the Seller receive your written cancellation request. If you cancel this Contract, we shall mail a written notice of cancellation to you within 45 days after your written cancellation request is received.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. You and we are bound by the arbitration only when you and we have elected to arbitrate and a lawful and binding arbitration follows. Arbitration shall take place in the county of your residence or place of business unless you have no residence or

place of business in Missouri in which case, arbitration will take place in a location as provided under Missouri law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

**Montana**

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or substantial breach of duties by you relating to the Vehicle or its use.

**Nebraska**

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

**Our obligations under this Contract are fully guaranteed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060.** If you cancel this Contract and do not receive a refund, please contact the insurance company.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, may be settled by voluntary and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us once there is a known dispute. Arbitration shall take place in the county of your residence or place of business unless you have no residence or place of business in Nebraska in which case, arbitration will take place in a location as provided under Nebraska law. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

**Nevada**

The following is added to the Contract:

If You are not satisfied with the manner in which We are handling a claim on this agreement, You may contact the Commissioner of the Nevada Division of Insurance at (888) 872-3234.

Section K (Contract Transfer) is deleted and replaced with the following:

**This Contract may be transferred one time at the request of the Contract Holder(s) to the next owner of the Vehicle (other than an automobile dealer, wholesaler or other commercial purchaser or assignee) if this Contract has not expired or been cancelled. Within 30 calendar days of the ownership change of the Vehicle, you must provide us a transfer request form signed by you and the next owner. Contract transfers are subject to a \$25 transfer fee. If the transferee does not receive a confirmation of transfer within 45 calendar days after change**

**of ownership, the transferee should notify us.**

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for one or more of the following reasons:
- a. Your conviction of a crime which results in an increase in the service required under this Contract;
  - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service;
  - c. Discovery of an act or omission by you or a violation by you of any condition of this Contract which occurred after the Contract Purchase Date and which substantially and materially increases the service required under this Contract;
  - d. A material change in the nature or extent of the required service or repair which occurs after the Contract Purchase Date and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold; or
  - e. You did not pay the Contract Price.

We shall mail written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). No cancellation fee will be charged. If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a cancellation fee of \$25. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time. If we cancel, no cancellation fee will be charged.
- d. The cost of any claims paid, or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this Contract.
- e. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c, 3d and 3e above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b, 3d and 3e above, will be paid directly to the lienholder or lessor as sole payee.

**New Hampshire**

The following is added to the Contract:

In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317, 603-271-2261.

The second paragraph on page 2 of this Contract is deleted and

replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company, the reimbursement insurer, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, 800-950-6060. The reimbursement insurer is obligated to reimburse or pay on our behalf any sums we are legally obligated to pay or shall provide the service we are legally obligated to undertake, according to our contractual obligations under this Contract. In the event we do not pay or provide for a Covered Repair within 60 days after you have submitted proof of loss to us and have fulfilled the requirements for reporting a claim, you are entitled to apply directly to the reimbursement insurer for satisfaction. If you cancel this Contract and do not receive a refund, please contact the reimbursement insurer.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding the following:

The arbitration provision is subject to RSA 542.

The state of New Hampshire is the jurisdiction of any civil action or arbitration proceeding in connection with this Contract.

**New Jersey**

The following is added to the Contract:

**Service contracts do not constitute insurance, guaranties, warranties or extended warranties.**

**The product being offered is a Service Contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or Seller, and does not extend the term of any original product or service warranty that the manufacturer, importer, or seller may have provided.**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
- a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount

Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month, based on the Contract Price, shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **New Mexico**

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

This Contract is insured by Protective Property & Casualty Insurance Company. If we fail to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract within 70 calendar days of the Contract Purchase Date or 1 year after the Contract Purchase Date for any reason. After 70 calendar days from the Contract Purchase Date, we may not cancel the Contract before the Contract expires or before 1 year after the Contract Purchase Date, whichever occurs first, except for any of the following reasons:
  - a. Your conviction of a crime that results in an increase in the service required under this Contract;
  - b. Discovery of fraud or material misrepresentation by you in obtaining this Contract or in presenting a claim for service hereunder;
  - c. Discovery of an act or omission by you, or a violation by you of any condition of this Contract, which occurred after the Contract Purchase date and which substantially and materially increases the service required under this Contract; or
  - d. You did not pay the Contract Price.

We shall mail a written notice of cancellation to you at your last known address at least 15 days prior to the effective date of cancellation.

3.
  - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty for each 30-day period or portion thereof, based on the Contract Price, shall be added to a refund that is not paid or credited within 60 days after the date we receive your written cancellation request.
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
  - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will

refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.

- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **New York**

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are insured by Protective Property & Casualty Insurance Company under a service contract reimbursement insurance policy. If we fail to pay or provide a Covered Repair within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation, or a substantial breach of duties by you relating to the Vehicle or its use.
3.
  - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
  - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
  - d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **North Carolina**

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:
  - a. A direct violation by you of this Contract; or
  - b. You did not pay the Contract Price.
3.
  - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount

Paid").

- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of:  
(1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **Ohio**

The following is added to the Contract:

This Contract is not insurance and is not subject to the insurance laws of Ohio.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim, you may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund within 60 days after you request cancellation, you may request the refund directly from the insurance company.

#### **Oklahoma**

The following is added to the Contract:

The Oklahoma Association number for Interstate Administrative Services, Inc. is 44197933.

This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Oklahoma Service Warranty Statutes do not apply to commercial/business use references in service warranty contracts.

Subsection 3 of Section L (Contract Cancellation) is deleted and replaced with the following:

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the unearned Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of:  
(1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising

out of or relating to it, or to its breach, shall be settled by nonbinding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions. Either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

#### **Oregon**

Section M (Arbitration and Other Matters Concerning Disputes) is deleted in its entirety.

#### **South Carolina**

The following is added to the Contract:

In the event of a dispute with the provider of this Contract, you may contact the South Carolina Department of Insurance at: Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina, 29201, or by calling 1-800-768-3467.

This Contract is not insurance.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 15 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the Vehicle or its use.
3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused Term Month.
- d. Any refund will be paid or credited within 30 calendar days of:  
(1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

#### **Texas**

The following is added to the Contract:

The Texas license number for United States Warranty Corp., is 104. Any unresolved complaints concerning us or questions concerning the regulation of service contract providers or administrators may be addressed to the department at: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711 or call (512) 463-6599.

The second paragraph on page 2 of this Contract is deleted and



replaced with the following:

Our obligations under this Contract are insured under a service contract reimbursement insurance policy. You may apply for reimbursement directly to Protective Property & Casualty Insurance Company, at 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060, if a Covered Repair is not paid to you or a covered service is not provided to you within 60 days after you have fulfilled the requirements for reporting a claim. If you cancel this Contract and do not receive a refund within 45 days after you request cancellation, you may request the refund directly from the insurance company.

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, fraud or a material misrepresentation by you to us, or a substantial breach of a duty by you relating to the Vehicle or its use.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid").
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. If you cancel this Contract, a 10% penalty of the amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- e. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c, 3d and 3e above. At our discretion, we may issue a refund to the lienholder or lessor as sole payee, to the lienholder or lessor and you as joint payees, or, if you provide us with proof of clear title, to you as sole payee. In the event of a repossession, charge-off, or total loss, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b, 3d and 3e above, will be paid directly to the lienholder or lessor as sole payee.

#### Utah

The following is added to the Contract:

You may include the Contract Price with the financing of the Vehicle, or pay the entire amount separately.

Coverage afforded under this Contract is not guaranteed by the 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 at 4315 South 2700 West, Suite 2300, Taylorville, UT

84129.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed under a service contract reimbursement insurance policy. If we fail to pay or provide service on any claim within 60 days after proof of loss has been filed, you may file a claim directly with Protective Property & Casualty Insurance Company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Section F (Claim Procedures) is amended by adding the following:

Failure to report or file proof of loss within the time specified in this Contract does not invalidate a claim, if you show that it was not reasonably possible to report or file proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.

Subsection 2 of Section L (Contract Cancellation) is deleted and replaced with the following:

2. **We may cancel** this Contract within 60 calendar days of the Contract Purchase Date for any reason. After 60 calendar days, we may only cancel this Contract for one or more of the following reasons:

- a. Material misrepresentation;
- b. Substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the Contract;
- c. Substantial breach of contractual duties, conditions or warranties; or
- d. You did not pay the Contract Price.

If we cancel within 60 calendar days of the Contract Purchase Date or if we cancel for nonpayment of the Contract Price, we shall give you written notice at least 10 days prior to the effective date of cancellation. If we cancel after 60 calendar days for a reason other than nonpayment of the Contract Price, we shall give you written notice at least 30 days prior to the effective date of cancellation. The notice shall state the reason for cancellation and will be delivered or mailed by first class mail to you at your last known address.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by adding 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 ("AAA"), 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.

Arbitration may not preclude any dispute resolution by a small claims court having jurisdiction in Utah, unless the claim or controversy exceeds the jurisdictional limit of the small claims court.

Subsection 4 of Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

4. If you remain unsatisfied following a claim or other determination by us, our appeals panel or the insurer backing our obligations under this Contract, and you wish to initiate arbitration (or, when applicable, a court proceeding), you must initiate the arbitration or court proceeding within three years following when you receive notification of the last to occur of the following: (a) the insurer's determination, if you have exercised your right to seek satisfaction from an insurer backing our obligations under this Contract; (b) the appeals determination, if you have filed an appeal under Section I (Claim Appeal Process); or (c) our determination under this Contract, if you have neither sought satisfaction from the insurer nor filed an appeal. Your failure to meet this requirement will deny you the right to dispute the determination through arbitration or a court proceeding. In no event may arbitration or a court proceeding arising out of or relating to this Contract, or to its breach, be brought more than three years after this Contract has expired.

## Virginia

The following is added to the Contract:

If any promise made in this Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

## Washington

The following is added to the Contract:

**Service of Suit:** The commissioner of insurance is our attorney to receive service of legal process in any action, suit or proceeding in any court.

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are guaranteed by a reimbursement insurance policy issued by Protective Property & Casualty Insurance Company. You may file a claim directly with the insurance company at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:

- a. Material misrepresentation or fraud by you with regard to the Contract;
- b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 21 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 30 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising out of or relating to it, or to its breach, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The state of Washington is the jurisdiction of any civil action in connection with this Contract. Arbitration shall take place in a location near your residence. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a

judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

Section M (Arbitration and Other Matters Concerning Disputes) is amended by deleting the following language in its entirety:

**If this Contract is found not to be subject to arbitration, any legal proceeding with respect to a dispute will be tried before a judge in a court of competent jurisdiction. YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

## Wisconsin

The following is added to the Contract:

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

The second paragraph on page 2 of this Contract is deleted and replaced with the following:

Our obligations under this Contract are backed by Protective Property & Casualty Insurance Company. If a Covered Repair is not paid within 60 days after you have fulfilled the requirements for reporting a claim or if we become insolvent or otherwise financially impaired, you may file a claim directly with the insurance company for reimbursement, payment, or provision of the service at: Contract Holder Services, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO, 63017, or by calling 1-800-950-6060. If you cancel this Contract and do not receive a refund, please contact the insurance company.

Subsections 2 and 3 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires only for one or more of the following reasons:

- a. Material misrepresentation by you to us;
- b. Substantial breach of duties by you relating to the Vehicle or its use; or
- c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 5 days prior to the effective date of cancellation.

3. a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund 100% of whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty of the refund amount outstanding per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
- b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund 100% of the unearned Amount Paid, minus a processing fee of \$50 or 10% of the Amount Paid, whichever is less. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time. If cancellation is due to a total loss of the Vehicle, a processing fee will not be deducted from the refund.
- c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund 100% of the Amount Paid. If a claim has been incurred, we will refund 100% of the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
- d. Any refund will be paid or credited within 30 calendar days of: (1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.

The first paragraph in Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

Except for matters that may be taken to small claims court or as otherwise provided in this Contract, any controversy or claim arising

out of or relating to it, or to its breach, may be settled by voluntary, and if elected, binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with the rules and provisions of its most appropriate dispute resolution program then in effect. The decision to arbitrate must be mutually agreed upon by you and us. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction to enter such a judgment. You and we acknowledge that this Contract evidences a transaction involving interstate commerce. The Federal Arbitration Act will govern the interpretation, enforcement and proceedings pursuant to this Contract's arbitration provisions.

competent jurisdiction. In no event may a legal proceeding arising out of or relating to this Contract or its breach be brought more than four years after this Contract has expired.

#### **Wyoming**

Subsections 2, 3 and 4 of Section L (Contract Cancellation) are deleted and replaced with the following:

2. **We may cancel** this Contract at any time before it expires for any of the following reasons:
  - a. Material misrepresentation or fraud by you with regard to the Contract;
  - b. You fail to maintain the Vehicle as prescribed by the manufacturer; or
  - c. You did not pay the Contract Price.

We shall mail a written notice to you at your last known address, stating the effective date and reason for cancellation, at least 10 days prior to the effective date of cancellation. Prior notice is not required if we cancel for nonpayment of the Contract Price, a material misrepresentation by you to us or a substantial breach of duties by you relating to the Vehicle or its use.

3.
  - a. If you or we cancel this Contract within 30 calendar days of the Contract Purchase Date, we will refund whatever portion of the Contract Price was paid by you or on your behalf (the "Amount Paid"). If you cancel this Contract and have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the date we receive your written cancellation request.
  - b. If you cancel this Contract more than 30 calendar days after the Contract Purchase Date, we will refund the unearned Amount Paid, less a processing fee of \$50. The unearned Amount Paid will be calculated on a pro-rata basis and will be the amount determined based on unused time.
  - c. If we cancel this Contract more than 30 calendar days after the Contract Purchase Date and have not incurred a claim, we will refund the Amount Paid. If a claim has been incurred, we will refund the unearned Amount Paid. The unearned Amount Paid will be calculated on a pro-rata basis using the date we discover the reason for cancellation as the cancellation date and will be the amount determined based on unused time.
  - d. Any refund will be paid or credited within 30 calendar days of:  
(1) the date we or the Seller receive your written cancellation request if you cancel; or (2) the effective date of cancellation if we cancel.
4. We will honor the rights of a lienholder or lessor to obtain some or all of the refund based on 3a, 3b, 3c and 3d above. In the event of a repossession or charge-off, your rights to cancel the Contract transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b and 3d above, will be paid directly to the lienholder or lessor as sole payee. In the event of a total loss, your rights to cancel the Contract may transfer to the lienholder or lessor if the Contract was financed with your Vehicle and any refund due, based on 3a, 3b and 3d above, will be paid directly to the lienholder or lessor as sole payee, or, if you provide us with proof of clear title, you will be the sole payee of the refund. On any other refund, the lienholder/lessor shall be named as their interest may appear.

Section M (Arbitration and Other Matters Concerning Disputes) is deleted and replaced with the following:

#### **M. MATTERS CONCERNING DISPUTES**

At the time of any disagreement the parties may voluntarily agree, in a separate written agreement, to submit their matters of difference to arbitration. Should you choose not to arbitrate; any legal proceeding with respect to a dispute will be tried in a court of