

<b>VEHICLE PURCHASER</b>	Vehicle Purchaser			Contract Number	
	Address			Telephone	
	City	State	ZIP Code	E-mail Address	
<b>VEHICLE</b>	Contract Purchase Date	Vehicle Purchase Date	Odometer Reading at Purchase Date		Vehicle Identification Number (VIN)
	Year	Make	Model		
<b>LIENHOLDER/SELLER INFORMATION</b>	Lienholder/Seller Name				Telephone
	Address				
	City	State		ZIP Code	

<b>Deductible:</b>	<b>Coverage Plan:</b>	<b>Contract Purchase Price:</b>
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**Term:** \_\_\_\_\_,000  
Months                      Miles

(The Term contains a Waiting Period. Coverage begins 30 days from Contract purchase date, and 1,000 miles from the mileage at Contract purchase date. Breakdowns incurred during the Waiting Period are not covered.)

<b>Optional Coverage/ Surcharge:</b>	<input type="checkbox"/> Business Use <small>(Maximum Existing Mileage 50,000 miles)</small>
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**PLEASE READ THIS VEHICLE SERVICE CONTRACT CAREFULLY**, including the terms and conditions on the attached pages. It contains the entire agreement between you and us, and supersedes any oral or written statements made to you with respect to the amount of coverage to which you are entitled. If the vehicle to be covered is not eligible for the plan or term chosen, this Contract is invalid.

The purchase of this vehicle service contract is not required in order to purchase or obtain financing for your motor vehicle.

**PRIOR AUTHORIZATION FOR REPAIRS IS REQUIRED.**

Your contract contains an arbitration provision which may affect your legal rights, unless you live in a state that prohibits such provisions. Please review the arbitration provision in its entirety as well as the Special State Requirements section for your specific state (if your state is included) to determine whether your legal rights are affected.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND ACCEPT ALL THE TERMS AND CONDITIONS OF THIS VEHICLE SERVICE CONTRACT, AND THAT I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATIONS THAT ARE NOT CONTAINED HEREIN.**

\_\_\_\_\_  
 Customer's Signature

\_\_\_\_\_  
 Date

**This Contract is administered by:**  
**American Auto Guardian, Inc.**  
**P.O. Box 925, Arlington Heights, IL 60006-0925**  
**(888) 919-3629**

## **A. DEFINITIONS**

These terms have the following specific meanings throughout your Contract.

**Administrator** – American Auto Guardian, Inc., P.O. Box 925, Arlington Heights, IL 60006, telephone (888) 919-3629.

**Breakdown** – A covered part that fails to perform as intended due to an internal mechanical or electrical defect, or fails to perform within manufacturer's specifications due to wear and tear. A reduction in operating performance from wear and tear is not covered unless the amount of wear and tear exceeds manufacturer's specifications.

**Business Use** – Use of your vehicle in a business, or for law enforcement, snow removal, emergency services, farming or ranching.

**Coverage Plan** – The type of coverage you selected on the front page.

**Deductible** – The amount you must pay toward covered repairs per repair visit as indicated on the front page of this Contract. The deductible does not apply to your Additional Benefits listed in Section E. The deductible also does not apply to the eligible breakdown of a covered part that has been previously repaired or replaced under this Contract.

**Limits of Liability** – Our total liabilities for all benefits paid under this Contract shall not exceed the purchase price of the vehicle paid by the original purchaser of this Contract. Our liability for any single repair shall not exceed the trade-in value of the vehicle at the time of repair as determined by the most recent National Auto Research Black Book for a vehicle in average condition, adjusted for mileage.

**Term** – The months or mileage that your Contract is in force. The term begins on the date and vehicle mileage when you purchased your Contract. **All Contracts contain a waiting period of 30 days and 1,000 miles after the Contract purchase date before coverage for repairs begins ("waiting period").** As a result of the waiting period, the expiration date is determined by adding 30 days to the end of the term measured in time, and by adding 1,000 miles to the end of the term measured in miles. The term and coverage expire after the number of months indicated on the front page plus 30 days, or after you have driven the mileage indicated on the front page plus 1,000 miles, whichever comes first.

**We, Us, Our** – United Service Protection Corporation, P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785, who is the Company that is obligated to you under this Contract.

**You, Your** – You, the purchaser of this Contract, or your properly designated transferee.

## **B. REPAIR COVERAGE**

We will cover the reasonable cost of pre-authorized repairs to covered parts resulting from a breakdown up to the limits of liability for the coverage plan selected, less your deductible. This agreement is subject to the other provisions of this Contract. We may repair your vehicle using new, remanufactured, like kind and quality or used parts in our discretion. Reasonable costs for parts are not to exceed the manufacturer's suggested retail price. Reasonable labor costs will be determined by using the repair facility's posted hourly labor rate multiplied by the time allowed for the repair in a nationally recognized labor guide approved by our administrator. The posted hourly labor rate must be reasonable for the region.

## **C. YOUR RESPONSIBILITIES**

1. **Maintain your vehicle according to manufacturer's specifications as outlined in the owner's manual for your vehicle, and keep verifiable receipts showing the services performed, and the parts and fluids used.**
2. **OBTAIN PRIOR APPROVAL FOR REPAIRS, authorize teardown and diagnostic charges, and allow our administrator to inspect your vehicle.**
3. **Do not neglect, abuse or intentionally harm your vehicle, race your vehicle, or use your vehicle off-road.**
4. **Do not continue to operate your vehicle if it will cause additional damage.**
5. **Do not use the vehicle in business unless you purchase that optional coverage.**
6. **Do not use lift kits more than a maximum 6 inch lift or maximum 3 inch drop from the original manufacturer's specifications, or modify the vehicle in any way that would void the manufacturer's warranty.**
7. **Do not use oversized/undersized tires where the total diameter difference of the tire and wheel are greater than ten percent (10%) from the original manufacturer's specifications or modify the vehicle in any way that would void the manufacturer's warranty.**
8. **Do not use your vehicle for towing unless it is equipped with a factory tow package, and you do not exceed the tow limits.**
9. **IF YOU DO NOT MEET THESE OBLIGATIONS, THEN YOUR BREAKDOWN WILL NOT BE COVERED.**

## **D. COVERAGE PLAN**

**Ultimate Plus Coverage**

Any breakdown of your vehicle less the deductible, except for items and exclusions listed in **Section G – EXCLUSIONS**.

## **E. ADDITIONAL BENEFITS**

1. **Towing** – Up to \$150 reimbursement per breakdown. Any amount in excess of \$150 is your responsibility. Towing must be from a licensed commercial towing service or garage, and verifiable towing receipts required.
2. **Car Rental Reimbursement** – If your vehicle is required to be in a repair facility overnight for covered repairs, then we will reimburse you for car rental costs incurred up to 20 days @ \$35 per day while your vehicle is being repaired. Car rental must be from a licensed rental agency, auto dealer or repair facility. Verifiable rental receipts and **PRIOR AUTHORIZATION REQUIRED**.

3. **Trip Interruption Reimbursement** – Up to 5 days @ \$125 per day for commercial lodging and meals if your car breaks down 100 miles or more from home, and your car is kept overnight by the repair facility. Verifiable receipts required.
4. **Deductible Reimbursement** – If a breakdown is covered by another warranty or guarantee, and you are charged a deductible for the repair, we will reimburse you up to \$100 of that deductible, provided that the breakdown is of the type that would qualify for coverage under this Contract.

## **F. OPTIONAL BUSINESS USE COVERAGE**

For coverage, you must select the option by checking the appropriate box on the front page, and pay the surcharge.

**Business Use Option** - Vehicles with 50,000 miles or less that meet the following criteria are covered: passenger cars, trucks and vans (up to one (1) ton cargo capacity) used for route sales, route service, inspections, examinations, maintenance, repair, gardening and lawn care, and carrying personal tools to a job site.

Any other use is not eligible for Business Use coverage, including but not limited to, the following: rental, taxi, limousine or shuttle, ride sharing, delivery, towing or road repair operations, security services, snow plowing, cable or line installation or removal, police or other law enforcement services, emergency services, hauling for hire, construction, job site activities, farming or ranching.

## **G. EXCLUSIONS**

1. Repairs that have not received prior approval or have not been authorized by our administrator.
2. Breakdowns resulting from external forces, such as acts of nature, accidents, collision, road hazards, freezing, water intrusion, vandalism, computer or software viruses or malware, hacking of or unauthorized tampering with vehicle computers, systems or other components, failure of non-covered parts, change in technology and the like.
3. Any equipment not installed by the manufacturer; modifications or alterations to the vehicle, including frame, suspension, transmission, engine or exhaust modifications or alterations, and any resulting damage from the modifications or alterations; custom parts; add-on parts; trailer hitches; and fifth wheel assembly.
4. Incidental or consequential damages, such as loss of use of your vehicle, storage charges, lost time or profits, or liability for breach of implied warranties, including breach of implied warranties of merchantability or fitness for a particular purpose.
5. Breakdowns outside the U.S. or Canada.
6. Breakdowns covered by a manufacturer's or repairer's warranty, guarantee or recall, even if benefits are not collectible under that other warranty, guarantee or recall.
7. Breakdowns resulting from conditions whether known or unknown to you that existed, or may reasonably assumed to have existed, before you purchased your vehicle (pre-existing conditions).
8. Scheduled maintenance; shop supplies; adjustment and normal wear items such as the following: brake pads, brake shoes, drums and rotors; exhaust system; lighting; spark plugs; ignition wires; tires; wheel balancing; wiper blades; manual and hydraulic clutch assembly (including but not limited to manual clutch pedal, clutch disc, pilot bearing, pressure plate and throw-out bearing); friction materials; cellular phone; auxiliary or back up batteries; battery packs for all hybrid vehicles; water leaks and noises (including rattles, squeaks and wind noises); wheels; wheel covers; distributor cap and rotor; carburetor; interior parts; and paint.
9. Filters, lubricants, coolants and refrigerants, unless replacement is required in connection with a covered breakdown.
10. The following items: active, passive or supplemental restraint systems, except for sensors and deactivation switch; glass; convertible top.
11. Vehicles classified by the manufacturer in excess of one ton.
12. Vehicles which are branded as salvage, junk, rebuilt, totaled, flood damaged or true mileage unknown.
13. Claims on vehicles manufactured or purchased for sale outside of the United States if the manufacturer's warranty is voided or not in effect due to the sale of the vehicle in the United States, and as a result, the manufacturer's warranty does not cover the breakdown at the time of the claim. This exclusion does not apply if the manufacturer's warranty (if it were in effect) would have expired by its terms at the time of the claim.
14. Vehicles designed to use alternative fuels including, but not limited to, liquefied petroleum gas (LPG), compressed natural gas (CNG) and methanol.
15. If the odometer is not working or has been tampered with while owned by you so that the vehicle's actual mileage cannot be determined.
16. Any liability for property damage, injury or death resulting from your operation of the vehicle.
17. Breakdowns caused by: carbon or sludge buildup; lubricant blockage; failure to maintain proper levels of lubricants or coolants; contamination of fluids, fuels, lubricants or coolants; rust or corrosion; overheating; foreign materials; pre-ignition; detonation; ping; or electrolysis.
18. Breakdowns due to improper repairs.
19. Breakdowns if the vehicle is a total loss or has been repossessed.
20. Step vans, high cube vans, box body vehicles; vehicles equipped with a flat bed, dump bed, commercial towing equipment, lifting equipment, hoisting equipment, or snow plow equipment.

21. **Repair or replacement of components needed to improve operating performance due to normal wear and tear. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption or automatic transmission slipping due to worn friction plates or discs when no other failure has occurred.**

#### **H. WHAT TO DO IF YOU BREAKDOWN**

1. **IT IS YOUR RESPONSIBILITY TO CALL OUR ADMINISTRATOR OR HAVE THE REPAIR FACILITY CALL OUR ADMINISTRATOR FOR PRIOR AUTHORIZATION BEFORE ANY REPAIRS ARE DONE AND OBTAIN A CLAIM AUTHORIZATION NUMBER. IF YOU DON'T, YOUR CLAIM WILL BE DENIED. FOR PRIOR AUTHORIZATION, CALL OUR ADMINISTRATOR'S CLAIMS DEPARTMENT AT (888) 919-3718. IT IS YOUR DUTY TO FOLLOW THE OWNER'S MANUAL AND TO PROTECT THE VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A BREAKDOWN.**
2. Take your vehicle to your local dealer if possible. Otherwise, take it to any approved licensed repair facility and provide the facility with your Contract or Contract number.
3. If required by our administrator, authorize the repair facility to tear down your vehicle so that the repair facility can advise our administrator of the cause of the breakdown, and so that our administrator can inspect the vehicle to determine whether the breakdown is covered. Our administrator has the right to inspect your vehicle before determining coverage. **IF THERE IS NO COVERAGE, YOU ARE RESPONSIBLE FOR THE DIAGNOSTIC AND TEARDOWN CHARGES.**
4. Our administrator will provide the repair facility with an authorization number and the amount authorized for covered claims. After the repair is complete, pay your deductible and any non-covered costs to the repair facility. Sign the repair order with the authorization number on it, warranting that the repair has been performed, so that the shop can be paid. If you are seeking reimbursement for the repair, send the repair invoice signed by you to our administrator, along with proof of payment, and any other information that our administrator may require, within 30 days of the completion of the repair.
5. **Emergency Repairs.** If a breakdown occurs outside our administrator's normal business hours, you must still contact our administrator prior to any repairs being done. You will receive an emergency reference number and the procedure to follow with regard to the repair of the breakdown.

#### **I. HOW TO CANCEL YOUR CONTRACT**

1. You may cancel your Contract at any time.
2. **CONTACT OUR ADMINISTRATOR FOR A QUOTE FOR THE AMOUNT OF YOUR CANCELLATION REFUND.**
3. If you decide to cancel, ask our administrator for a cancellation request form, or submit a written request to cancel. You must provide our administrator with: (i) the vehicle mileage; (ii) the date you want the cancellation to be effective (which may not be more than 60 days prior to the date we receive the written cancellation request); (iii) proof that the lienholder on the front page of your Contract has been paid in full; and (iv) any other information our administrator may require.
4. If you cancel within the first 60 days after the Contract is mailed to you, or within the first 60 days if the Contract is provided to you at the time of sale, and no claims have been filed, you will receive a full refund of the purchase price.
5. If you cancel after 60 days or if a claim has been filed, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining.
6. Additionally, if you cancel after 60 days, or if a claim has been filed, a cancellation fee equal to the lesser of 10% of the Contract purchase price or \$50 will be deducted from any refund.
7. If you do not advise our administrator that the lienholder identified on the front of the Contract has been paid in full, then any refund will be made payable solely to the lienholder.
8. We may cancel this Contract for any reason within 60 days of our receipt and provide a full refund of the Contract purchase price. We may also cancel this Contract if you: (i) do not pay for it; (ii) commit fraud or make a material misrepresentation or omission in purchasing the Contract, or in submitting a claim; or (iii) granted a third party creditor the right to cancel this Contract, and we have received notice from that creditor that the Contract should be cancelled. If we cancel for these reasons, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining, less a cancellation fee equal to the lesser of 10% of the Contract purchase price or \$50.

#### **J. HOW TO TRANSFER YOUR CONTRACT**

1. If you have paid for this Contract in full, then you may transfer it along with your vehicle to an individual (the transferee). It may not be transferred to an automobile dealer or to anyone that buys, sells, or leases vehicles for a living.
2. Pay a \$50.00 transfer fee.
3. Request a transfer form, or request a transfer in writing, and provide the following information: (i) the transferee's name, address and telephone number; (ii) the reason for the transfer; (iii) odometer mileage at time of transfer certified by a licensed dealer; (iv) verifiable receipts showing that required maintenance has been performed, and all repair orders; (v) the transfer form or transfer request signed by both you and the person receiving the vehicle; and (vi) any other information our administrator may require. You must request the transfer and provide the above information to our administrator within 30 days of the transfer of ownership.
4. Please contact our administrator if the transferee does not receive confirmation of the transfer within 45 days.

## **K. OUR OBLIGATIONS TO YOU ARE INSURED**

This Contract is not a contract of insurance. The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim within 60 days after proof of loss has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, Florida 33157, or call the toll-free number at (866) 306-6694.

## **L. HOW TO CONTACT OUR ADMINISTRATOR**

1. By mail: American Auto Guardian, Inc.  
P.O. Box 925  
Arlington Heights, IL 60006
2. For Customer Service: 888-919-3629
3. **For Claims: 888-919-3718**
4. For Cancellations or Transfers: 888-919-3629
5. For **Emergency Roadside Assistance** and Towing: 855-237-3819. You will need to provide the following information: Producer Code – 89828; your Contract number located in the front upper right hand corner of the front page of your Contract; and your coverage plan letter “DU”.

## **M. ARBITRATION PROVISION**

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

1. To begin Arbitration, either you or we must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, or visiting [www.adr.org](http://www.adr.org). We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless you and we agree otherwise, the arbitration will take place in the county and state where you live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply.
2. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that you give up your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your claims. Please refer to the Special State Requirements section of this Contract for any added requirements in your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, you and we specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between you and us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

## **N. EMERGENCY ROADSIDE ASSISTANCE**

### **EMERGENCY ROADSIDE ASSISTANCE**

Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. **You will only have to pay for any costs in excess of the \$150.00 per occurrence limit plus any non-covered costs.**

**When calling for towing or road service you must call (855) 237-3819, and a service vehicle will be dispatched to your assistance.**

**You will be required to give the representative assisting you the following information: Producer Code – 89828, your Vehicle Service Contract or Limited Warranty Number (located on the front right hand corner of this Contract), and your coverage plan letter which is “DU”.**

**Important: Please be with your vehicle when the service provider arrives, as they cannot service an unattended vehicle.** Service provided must be a covered benefit under the terms and conditions described.

**Note:** Coverage is extended to the Registered Vehicle only. Registered Vehicle is defined as that specific vehicle indicated on the vehicle service contract or limited warranty (“Contract”) and registered with Nation Safe Drivers (NSD) for coverage, and which you own or lease. (12-month lease or longer) Roadside Assistance Benefits are only available to you during the term of this Contract.

(NOTE: ASSISTANCE OBTAINED THROUGH ANY SOURCE OTHER THAN NSD IS NOT COVERED AND IS NOT REIMBURSABLE.)

The following are covered emergencies, subject to the \$150.00 per occurrence limitation:

1. Towing Assistance – In the event your Registered Vehicle is disabled, NSD will dispatch a service vehicle to your location to assist you. In the event your Registered Vehicle is unable to continue under its own power your Registered Vehicle may be towed to a location of your choosing. You will receive \$150.00 of towing at no cost. Any additional charges will be your responsibility, and payment will be expected at the time service is rendered;
2. Battery Service – If a battery failure occurs, a jump-start will be applied to start your Registered Vehicle;
3. Flat Tire Assistance – Service consists of removal of the flat tire and its replacement with your good inflatable tire;
4. Fuel, Oil, Fluid and Water Delivery Service – An emergency supply of fuel, oil, fluid and water will be delivered if the Registered Vehicle is in immediate need. **You must pay for the fuel or other fluid when it is delivered;**

5. Lock out Assistance – If your keys are locked inside of the Registered Vehicle, NSD will provide assistance in gaining entry to the Registered Vehicle's passenger compartment only.

**Reimbursement:** In the event your Registered Vehicle is disabled and NSD was unable to fulfill its obligations for any of the above covered services, and you contracted for a covered service on your own after receiving prior authorization from NSD, you will be able to submit your original receipted road service expenses for reimbursement consideration. You must send your original receipted roadside bills along with a completed claim form to: Nation Safe Drivers at 800 Yamato Road Suite 100, Boca Raton, Florida, 33431, **Attn:** Claims. Claim forms may be obtained online at [www.nsdclaims.com](http://www.nsdclaims.com) or by calling toll-free 1-888-684-9327. Maximum reimbursement is \$150.00.

The following items are not included as part of the emergency roadside assistance benefit:

Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Registered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, cost of installation of products, or materials. Non-emergency towing or other non-emergency service. Any service available through a valid manufacturer's warranty or service. Non-emergency mounting or removing of snow tires or chains. Tire repair or return of a repaired tire to the disabled vehicle. Extrication or Winching. Motorcycles, trucks over 1 ton capacity, taxicabs, limousines, or other commercial vehicles. Antique vehicles (meaning any vehicle in excess of 20 years old or out of manufacture for 10 years or more). Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes and fines. Damage due to collision, fire, flood, terrorism or vandalism. Road service or towing for any vehicle in a qualified repair facility. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service station or garage. Vehicle storage charges. A second tow. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the Registered Vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, unlicensed, unattended, or other violations of law. The labor cost of installing, repairing, removing, or testing of the Registered Vehicle(s) equipment or parts, or mounting or removing of chains or snow tires, or the shoveling of sand or snow. Repeated service calls for a Registered Vehicle in need of routine maintenance repair. Reimbursement for services secured through any other source other than NSD without prior authorization from NSD. Only 1 disablement for the same cause during any 7 day period will be accepted. **THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.**

All 24 Hour Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC dba Nation Safe Drivers with administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. **In California:** All 24 hour Emergency Roadside Assistance Services and Benefits are provided by Nation Motor Club, LLC located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; California Motor Club Permit Number 5157-3. **In Alabama, Alaska and Utah:** All 24 hour Emergency Roadside Assistance Services and Benefits are provided by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

All roadside assistance services and benefits are available to you up to your benefit limit without any additional payments. You are responsible for any non-covered expenses.

## **O. MANUFACTURER'S WARRANTY DISCLOSURE**

If the term of this Contract overlaps with the term of your manufacturer's warranty, look first to your manufacturer's warranty for coverage. This Contract excludes coverage for any loss covered by your manufacturer's warranty, but may nevertheless provide benefits in addition to those provided by your manufacturer's warranty.

## **P. RENEWAL**

**This Contract is nonrenewable.**

- Q. SPECIAL STATE REQUIREMENTS:** The following Special State Requirements apply if your Contract was purchased in one of the following states and supersede any other provision herein to the contrary:

### **Alabama**

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty per month will be added to the refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

If you cancel this Contract after 60 days or in the event a claim has been filed, a cancellation fee equal to the lesser of 10% of the Contract purchase price or \$25 dollars will be deducted from the refund.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price or for material misrepresentation by you, notice of cancellation will be mailed to you at your last known address provided to our administrator no less than 5 days prior to the cancellation of your Contract. The notice shall state both the reason for cancellation and the effective date of the cancellation. If we cancel your Contract, we will not deduct a cancellation fee.

### **Alaska**

If you cancel this Contract not later than 60 days after the delivery of the Contract to you and no claims have been made, we will make the required refund to you or credit the refund to your account not later than 45 days after return of the Contract to our administrator. If we do not pay any refund or credit your account not later than 45 days after you return this Contract, we will add 10% of the Contract purchase

price to your refund for each month your refund remains unpaid. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

If you cancel the Contract after 60 days or if a claim has been made, we will make the required refund to you or credit the refund to your account not later than 45 days after the return of the Contract to our administrator. If we do not pay any refund or credit your account not later than 45 days after you return this Contract, we will add 10% of the unearned Contract purchase price to your refund for each month your refund remains unpaid. A cancellation fee not to exceed the lesser of 7.5% of the unearned Contract purchase price or \$50 will be deducted from your refund if you cancel after 60 days, or if a claim has been made.

We may only cancel this Contract if you: (i) do not pay for it; (ii) you are convicted of a crime that increased the hazard covered by this Contract; (iii) discovery of fraud or material misrepresentation made by you in purchasing the Contract, or in submitting a claim; (iv) discovery of a grossly negligent act or omission by you that substantially increases the hazards covered by this Contract; (v) physical changes to the vehicle that result in the vehicle becoming ineligible for coverage under this Contract; or (vi) a substantial breach of duties by you related to your vehicle. If we cancel this Contract, we will refund or credit to your account a pro rata refund of the unearned purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining, not later than 45 days after return of the Contract to our administrator. If we do not pay any refund or credit your account within 45 days after we cancel this Contract, we will add 10% of the unearned Contract purchase price to your refund for each month your refund remains unpaid.

A cancellation notice stating the reasons and effective date of cancellation will be mailed to your last known address at least 5 days prior to cancellation for any reason other than nonpayment of the Contract purchase price or fraud or material misrepresentation by you in obtaining the Contract or by you in pursuing a claim under the Contract.

In the event we fail to perform or pay any covered service or pay any refund within 30 days after you notify us of the claim, you may make a claim against American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, by contacting a representative at (866) 306-6694.

### **Colorado**

The insurance policy number for American Bankers Insurance Company of Florida is SFM-3-CO-1-4.

### **Connecticut**

United Service Protection Corporation, P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785, is the obligor under this Contract.

If your Contract term is for less than 1 year and your vehicle is in the repair facility at the Contract expiration, the expiration date will automatically extend until the repair is complete.

You may cancel this Contract at any time or if the vehicle is sold, lost, stolen, or destroyed.

Please call American Bankers Insurance Company of Florida at 1-866-306-6694 to file a claim.

The following is added to the Arbitration Provision: **RESOLUTION OF DISPUTES:** If we are unable to resolve any disputes with you regarding this Contract, you may contact the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, including any attempts to resolve the dispute, the purchase price of the product, the cost of the repair of the product, and a copy of the Contract.

### **District of Columbia**

If you cancel this Contract within the first 60 days and no claims have been filed, and we fail to refund the purchase price within 45 days after you return the Contract to our administrator, a penalty of 10% of the purchase price per month shall be added to a refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

In the event we cancel your Contract, we will mail you written notice at least 5 days prior to cancellation to your last known address which shall state the effective date of cancellation and the reason for cancellation. Prior written notice is not required if the reason for cancellation is you do not pay for your Contract, a material misrepresentation by you to us, or a substantial breach of duties by you under this Contract relating to the vehicle or its use.

### **Georgia**

We may only cancel this Contract if you: (i) do not pay for it; or (ii) commit fraud or make a material misrepresentation in purchasing the Contract, or in submitting a claim. If we cancel for these reasons, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. Our administrator will mail notice of cancellation stating the effective date of cancellation to you at your last known address at least 10 days before the effective date of cancellation if this Contract is cancelled for non-payment of the Contract purchase price or if this Contract is cancelled by us within the first 60 days. If this Contract is cancelled for any other reason, our administrator will mail notice of cancellation stating the effective date of cancellation to you at your last known address at least 30 days prior to the effective date of cancellation of this Contract. If we do not pay any refund or credit your account by the cancellation effective date, we shall pay to you a penalty equal to 25% of the unearned Contract purchase price and interest equal to 18% per annum until such time that proper return has been made, which penalty and interest must be paid at the time the return is made; provided, however, the maximum amount of such penalty and interest shall not exceed 50% of the amount of the refund due.

No claim incurred or paid nor any cancellation fee shall be deducted from the amount of any refund.

Exclusion No. 3 is amended to read as follows: **Any equipment not installed by the manufacturer; modifications or alterations to the vehicle made by you or with your knowledge, including frame, suspension, transmission, engine or exhaust modifications or alterations, and any resulting damage from modifications or alterations; custom parts, add-on parts; trailer hitches; and fifth wheel assembly.**

Exclusion No. 7 is amended to read as follows: **Breakdowns resulting from conditions known to you or reasonably should have been known to you that existed before you purchased your vehicle (pre-existing conditions).**

Exclusion No. 17 is amended to delete sludge build up.

The **ARBITRATION PROVISION** is deleted and does not apply.

Should a dispute arise between the Spanish and English versions due to issues of interpretation, the English version will prevail in all cases.

### **Hawaii**

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty per month will be added to your refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, a material misrepresentation by you to us, or a substantial breach of duty by you relating to your vehicle or its use, our administrator will mail you written notice of cancellation at your last known address as reflected in our administrator's files at least 5 days prior to cancellation.

### **Idaho**

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

If you cancel within 60 days of the Contract purchase date and no claims have been filed, you will receive a full refund of the Contract retail price.

If you cancel after 60 days of the Contract purchase date or if a claim has been filed, you will receive a pro rata refund of the Contract retail price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining less a cancellation fee of \$50.

### **Illinois**

Normal wear and tear is not covered unless the amount of wear and tear to the covered part exceeds manufacturer's specifications for that part.

### **Indiana**

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

Obligations of the provider under this Contract are insured under a service contract reimbursement insurance policy. If the provider fails to perform or make payment due or provide service on a claim, including a claim for any applicable cancellation refund, within 60 days after the Contract holder requests the performance or payment, a written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at (866) 306-6694.

The following is added to the **ARBITRATION PROVISION**: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where you reside.

### **Iowa**

In the event you have questions regarding your Contract, you may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa, 50315-1000, (515) 654-6600.

This Contract is not a contract of insurance. The obligations under this Contract are insured by an insurance policy issued by American Bankers Insurance Company of Florida. In the event we fail to perform or pay any covered service or pay any refund, or if satisfaction is not received within sixty (60) days after proof of loss is filed, you may make a claim, including a claim for return of the unearned Contract purchase price, against American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, Florida 33157 or call the toll-free number (866) 306-6694.

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 30 days after return of the Contract to our administrator, a 10% penalty per month will be added to your refund.

If we cancel this Contract for any reason other than nonpayment of the Contract purchase price, a material misrepresentation by you to us or our administrator, or a substantial breach of duties by you relating to the vehicle or its use, our administrator will mail written notice of cancellation 15 days before the date of cancellation. The cancellation notice shall state the effective date of cancellation and the reason for the cancellation. If we cancel this Contract for any reason other than non-payment of the Contract purchase price, we will refund 100% of the unearned pro rata Contract purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. In addition, a cancellation fee not to exceed the lesser of 10% of the Contract purchase price or \$50 will be deducted from the refund.

We must obtain your written consent before repairing your vehicle with used parts.



### **Louisiana**

If you cancel within the first 60 days after the Contract is mailed to you, or within the first 60 days if the Contract is provided to you at the time of sale, and no claims have been filed, this Contract is void and you will receive a full refund of the purchase price. The right to void this Contract is not transferable and applies only to the original purchaser of this Contract and only if no claim has been filed. A ten percent (10%) penalty of the Contract purchase price per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to Us and applies only to cancellations within the first 60 days. In the event we cancel this Contract, we will mail you written notice to your last known address at least 15 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. Prior written notice is not required if the reason for cancellation is you do not pay for your Contract, a material misrepresentation by you to us, or a substantial breach of duties by you under this Contract relating to the vehicle or its use.

This Contract is not regulated by the Department of Insurance. If you have any concerns or complaints regarding this Contract you may contact the Attorney General.

### **Maine**

This Contract is not a contract of insurance. Obligations of the provider under this Contract are insured under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at (866) 306-6694.

If you cancel within the first 60 days after the Contract is mailed to you, or within the first 60 days if the Contract is provided to you at the time of sale, and no claims have been filed, you will receive a full refund of the purchase price including any sales tax refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser of this Contract and only if no claim has been made within that time.

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty of the Contract purchase price outstanding per month will be added to your refund.

If we cancel this Contract, our administrator will mail written notice of the cancellation to you at your last known address no less than 15 days prior to cancellation. The written notice will provide the reason for the cancellation and the cancellation effective date. If we cancel this Contract for any reason other than non-payment of the Contract purchase price, we will refund 100% of the unearned pro rata Contract purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. In addition, a cancellation fee not to exceed the lesser of 10% of the Contract purchase price or \$50 will be deducted from the refund.

### **Maryland**

This Contract is not a contract of insurance. The obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If we fail to pay or provide service on a claim or make any refund or consideration due within 60 days after proof of loss has been filed with us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, Florida 33157, or call the toll-free number at (866) 306-6694.

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after cancellation, a 10% penalty of the Contract purchase price per month will be added to your refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

This Contract is extended automatically when we fail to perform the repairs to the covered parts. The Contract will not terminate until the repairs are completed in accordance with the terms of the Contract.

### **Minnesota**

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to us, a 10% penalty per month will be added to the refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

We may cancel this Contract for any reason within 60 days of our receipt and provide a full refund. We may also cancel this Contract if: (i) you do not pay for it; (ii) there is a material misrepresentation by you to us; (iii) there is a substantial breach of duty by you relating to your vehicle or its use; or (iv) you have granted a third party creditor the right to cancel this Contract, and we have received notice from that creditor that the Contract should be cancelled. If we cancel for these reasons, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. In addition, a cancellation fee equal to the lesser of 10% of the Contract purchase price or \$50 will be deducted from any refund.

If we cancel this Contract for non-payment of the purchase price of this Contract, a material misrepresentation by you to us, or a substantial breach of duty by you relating to your vehicle or its use, our administrator will mail you written notice of cancellation at your last known address as reflected in our administrator's files before the fifth day preceding cancellation. If we cancel this Contract for any other

reason, our administrator will mail you written notice of cancellation at your last known address as reflected in our administrator's files no less than 15 days prior to the cancellation of your Contract. Any cancellation notice will state the effective date and reason for cancellation. The following is added to the Arbitration Provision: Any arbitration shall take place in the county and state where you live or at any other place agreed to in writing by you and United Service Protection Corporation.

The following **Notice** is added to your Contract:

**Notice:** Minnesota Statute 325F.662, provides for express warranty coverage on used vehicles from your dealer as follows:

**Used Vehicles with less than 36,000 miles:** Provides coverage for sixty (60) days or 2,500 miles, whichever comes first.

**Used Vehicles with 36,000 miles or more but less than 75,000 miles:** Provides coverage for thirty (30) days or 1,000 miles, whichever comes first.

All coverage provided for your vehicle under this Contract shall exclude coverage under the above statutory express warranty.

### Mississippi

If you cancel within the first 60 days after the Contract is mailed to you, or within the first 60 days of delivery if the Contract is delivered to you at the time of sale, and no claims have been filed, the Contract shall be void and we will refund or credit your account the full purchase price of the Contract. This right to void the Contract is not transferable and applies only to the original purchaser of this Contract. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the Contract to us. If you cancel after 60 days or if a claim has been filed, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining, less a cancellation fee not to exceed the lesser of 10% of the gross Contract purchase price or \$50.

We may only cancel this Contract for non-payment of the Contract purchase price, a material misrepresentation by you to us, or a substantial breach of duties by you relating to the vehicle or its use.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining less a cancellation fee not to exceed the lesser of 10% of the gross Contract purchase price or \$50.

Based upon parts availability and claim cost effectiveness, we may repair your vehicle in the most cost effective manner by first using used parts, then if not available remanufactured parts, and if not available then new parts.

The **ARBITRATION PROVISION** is deleted and does not apply.

### Missouri

This Contract is not a contract of insurance. The obligations of the provider under this Contract are insured under a service contract reimbursement insurance policy. If the provider fails to pay or provide service on a claim, including any claim for the return of the unearned portion of the provider fee, within 60 days after proof of loss has been filed, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at (866) 306-6694.

If you cancel within the first 60 days after the Contract is mailed to you, or within the first 60 days if the Contract is provided to you at the time of sale, and claims have been filed, we will refund or credit your account a full refund of the contract purchase price minus any claims paid. Any cancellation within the first 60 days after the Contract is mailed to you or within the first 60 days if the Contract is provided to you at the time of sale applies only to the original purchaser of this Contract.

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty of the amount outstanding per month will be added to your refund.

If you cancel after 60 days or if a claim has been filed, we will refund or credit your account a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining.

If you cancel this Contract, our administrator shall mail written confirmation of cancellation to you at your last known address within 45 days of the date of cancellation.

If we cancel this Contract, notice of cancellation will be mailed to you at your last known address provided to our administrator no less than 45 days prior to the cancellation of your contract.

### Montana

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, a material misrepresentation by you to us, or a substantial breach of duty by you relating to your vehicle or its use, our administrator will mail you written notice of cancellation at your last known address as reflected in our administrator's files at least 5 days prior to cancellation. Any cancellation notice will state the effective date and reason for cancellation.

### Nebraska

The **ARBITRATION PROVISION** is deleted and does not apply.

### New Hampshire

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

Exclusion No. 7 is deleted and replaced with the following: **Any or all loss or damage that occur prior to the effective date of this Contract will not be covered.**

The following is added to the Arbitration Provision: Unless you and we agree otherwise, the arbitration will take place in the county and state where you live. Any arbitration proceeding is subject to RSA 542.

#### **New Jersey**

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after cancellation of the Contract, a 10% penalty per month, based on the purchase price of the Contract, will be added to your refund.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price or for material misrepresentation or omission by you, or for a substantial breach of contractual obligations concerning the property or its use, notice of cancellation will be mailed to you at your last known address provided to our administrator and will be delivered at least 5 days prior to the cancellation of your Contract. The notice shall state both the reason for cancellation and the effective date of the cancellation.

#### **New Mexico**

This Contract is not a contract of insurance. The obligations under this Contract are insured by an insurance policy issued by American Bankers Insurance Company of Florida. 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 American Bankers Insurance Company of Florida at 11222 Quail Roost Drive, Miami, Florida 33157, (866) 306-6694. If you have any concerns regarding the handling of your Claim, you may contact the Office of Superintendent of insurance at 855-427-5674.

If you cancel this Contract within the first 60 days and no claims have been filed, and we fail to refund the purchase price within 60 days after you return the Contract to our administrator, a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to your refund. This right to cancel applies only to the original purchaser of this Contract.

We may cancel this Contract for any reason within the first 70 days of our receipt and provide a full refund of the Contract purchase price. If this Contract has been in effect for at least 70 days, we may not cancel this Contract before the expiration of the Contract or 1 year after the effective date of the Contract, whichever occurs first, except for any of the following reason: (i) you do not pay for it; or (ii) you commit fraud or make a material misrepresentation in purchasing this Contract or in submitting a claim. You will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. If we cancel this Contract, we will not deduct a cancellation fee. Written notice of cancellation will be mailed to you at your last known address no less than 15 days prior to the cancellation of your Contract.

#### **New York**

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 30 days after return of the Contract to our administrator, a 10% penalty per month will be added to your refund. The right to cancel this Contract is not transferable and shall apply only to the original purchaser.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, for a material misrepresentation or for a substantial breach of duties by you related to the covered property or its use, written notice of cancellation will be mailed to you at your last known address provided to our administrator at least 15 days prior to the effective date of cancellation. The written notice will provide the reason for the cancellation and the cancellation effective date.

#### **North Carolina**

If you cancel after 60 days or if a claim has been filed, a cancellation fee not to exceed the lesser of 10% of the pro rata refund or \$50 will be deducted from any refund.

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

#### **Oregon**

Roadside assistance benefits or services are conducted by Nation Motor Club, LLC, however, United Service Protection Corp. is ultimately responsible for providing these benefits. Any failure to provide such benefits by Nation Motor Club, LLC or United Service Protection Corp. as specified in this Contract will be covered by our reimbursement insurance policy.

**Emergency Repairs.** If a breakdown occurs outside our administrator's normal business hours, you must still contact our administrator prior to any repairs being done. You will receive an emergency reference number and the procedure to follow with regard to the repair of the breakdown. The following must be submitted to our administrator the next business day for reimbursement for repairs performed outside of normal business hours: 1. Repair order and 2. Letter of explanation detailing the cause of the breakdown and the reason why prior approval was not obtained.

The **ARBITRATION PROVISION** is deleted and does not apply.

#### **South Carolina**

In the event of a dispute with the obligor of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty per month will be added to your refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price or for a material misrepresentation by you to us or for a substantial breach of duties by you related to the vehicle or its use, written notice of cancellation will be mailed to you at your last known address provided to our administrator at least 15 days prior to the effective date of cancellation. The written notice will provide the reason for the cancellation and the cancellation effective date.

## Texas

American Auto Guardian, Inc.'s Texas Service Contract Administrator Registration Number is 105.

Our obligations under this Contract are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. In the event any covered service is not paid before the 61st day after proof of loss has been filed, or if a refund is not paid before the 46th day after the date on which the Contract is cancelled, you may apply directly to American Bankers Insurance Company of Florida by contacting a representative at (866) 306-6694.

If you cancel this Contract within the first 60 days after the Contract purchase date, you will receive a full refund of the purchase price. There is no cancellation fee if you cancel this Contract during the first 60 days.

If you cancel this Contract on or after the 61st day, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. In addition, a cancellation fee not to exceed \$50 will be deducted from your refund.

If we do not pay the refund or credit your account the amount of the refund by the 46th day after the date notice of cancellation is received by our administrator, a 10% penalty per month of the amount outstanding will be added to your refund. The right to cancel within this Contract applies only the original purchaser of the Contract and is not transferable.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, for fraud or a material misrepresentation by you to us or our administrator or for a substantial breach of duties by you related to the covered product or its use, our administrator will mail you written notice of cancellation at your last known address as reflected in our administrator's files before the fifth day preceding cancellation. If we cancel your Contract, you will receive a pro rata refund of the purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. If we cancel this Contract, we will not deduct a cancellation fee.

For unresolved complaints or questions concerning the regulation of service contract providers and administrators, you may contact the Texas Department of Licensing and Regulation at the following address and telephone number: P.O. Box 12157, Austin, TX 78711; (512) 463-6599 or (800) 803-9202 (within Texas only).

## Utah

Under Section E. **ADDITIONAL BENEFITS**, Item No. 4 is deleted in its entirety.

Under Section H. **WHAT TO DO IF YOU BREAKDOWN**, Number 4 is amended to include the following:

Failure to submit the repair invoice within 30 days will not invalidate the claim if you can demonstrate that it was not reasonably possible to file within that time period.

Under Section H. **WHAT TO DO IF YOU BREAKDOWN**, Number 5 is deleted and replaced with the following:

Emergency Repairs: If an emergency occurs which requires a Breakdown repair to be made at a time when our Administrator's office is closed and prior authorization for the repair cannot be obtained, you should follow the claims procedures and contact our Administrator for claims instructions during normal business hours immediately following the emergency repair.

Under Section I. **HOW TO CANCEL YOUR CONTRACT**, Number 8 is deleted and replaced with the following:

We may not cancel this Contract before the expiration of the Contract or before 1 year after the effective date of the service contract, whichever occurs first, except for failure to pay a premium when due or on any of the following grounds: (i) Material misrepresentation; (ii) Substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (iii) Substantial breaches of contractual duties, conditions, or warranties.

If this Contract is canceled due to non-payment, our administrator will mail written notice of cancellation to you and will cancel your Contract no sooner than at least 10 days after the delivery or first class mailing of a written notice. If this Contract is cancelled for any reasons other than non-payment, our administrator will mail written notice of cancellation to you and will cancel your Contract no sooner than 30 days after the delivery or first-class mailing of a written notice.

Under Section K. **OUR OBLIGATIONS TO YOU ARE INSURED** is amended to include the following:

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.

The **ARBITRATION PROVISION** is deleted in its entirety and does not apply.

## Virginia

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

## Wisconsin

United Service Protection Corporation P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785, is the obligor under this Contract.

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

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of the Contract to our administrator, a 10% penalty per month of the refund amount outstanding will be added to your refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser.

We may only cancel your Contract: (i) if you do not pay for it; (ii) if you make a material misrepresentation in purchasing the Contract, or in submitting a claim; or (iii) for a substantial breach of duty by you relating to your vehicle or its use. If we cancel for these reasons, you will receive a pro rata refund less claims paid. Our administrator will mail written notice of the cancellation to you at your last known address at least 5 days prior to the effective cancellation date. The written notice will provide the reason for the cancellation and the cancellation effective date. If we cancel for any reason other than nonpayment of the Contract, you will receive a pro rata refund based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining less a cancellation fee not to exceed the lesser of 10% of the Contract purchase price or \$50.

If there is a total loss to the vehicle, you may cancel the Contract and receive a pro rata refund of any unearned Contract purchase price based upon the amount of unused contract term remaining measured by months or miles, whichever results in the lesser contract term remaining. A cancellation fee will not be deducted in this case.

Emergency Roadside Assistance is provided by Nation Motor Club, LLC.

If we become insolvent or financially impaired, you may file a claim with American Bankers Insurance Company of Florida by contacting a representative at 11222 Quail Roost Drive, Miami, Florida 33157, (866) 306-6694.

The **ARBITRATION PROVISION** is deleted and does not apply.

## Wyoming

If you cancel this Contract within the first 60 days and no claims have been filed and we do not pay or credit to your account the refund within 45 days after return of this Contract to our administrator, a 10% penalty per month will be added to your refund. The right to cancel this Contract within the first 60 days for a full refund is not transferable and shall apply only to the original purchaser and only if no claim has been made within that time.

If we cancel this Contract for any reason other than non-payment of the Contract purchase price, for material misrepresentation by you to us, or a substantial breach of duties by you relating to your vehicle or its use, a notice of cancellation will be delivered to you by mail at your last known address provided to us at least 10 days prior to the cancellation of your Contract. The notice shall state both the effective date of cancellation and the reason for the cancellation.

The **ARBITRATION PROVISION** is deleted and does not apply.