

**Claim Procedures:** You may call 1-888-684-9327, Monday through Friday from 9 a.m. to 5 p.m. eastern time, prior to repair, and We will dispatch repair service at Our full cost and expense. Alternatively, You may schedule repair service with a repair facility of Your choosing, and We will reimburse You up to sixty dollars (\$60) for the repairs upon presentation of an original paid invoice from a licensed company whose regular business includes glass repair. Under no circumstances will We pay for windshield replacement, even in the event that the damage was initially repairable.

### **PAINLESS DENT REPAIR**

Paintless Dent Repair (PDR) is a process, developed by automobile manufacturing production teams, that uses specialized hand tools to gently push the dented metal back to its original form. This permanently removes door dings and minor dents without harming a Vehicle's factory finish.

**Claim Procedures:** To access Your benefit call 1-888-684-9327, Monday through Friday from 9a.m. to 5p.m. eastern time, to schedule Your appointment.

### **TIRE & WHEEL (RIM) ROAD HAZARD PROTECTION**

This Agreement provides for the repair or replacement of the Vehicle's tires and wheels, which during the term of this Agreement become **Unserviceable** due to a **Road Hazard**. **Unserviceable** means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel will no longer hold a seal with its tire. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel **Unserviceable** is specifically excluded. A **Road Hazard** is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris.

- **Flat Tires:** You will be reimbursed for the reasonable costs You incur to repair a flat tire caused by a **Road Hazard** while operating the Vehicle on public streets and in a legal manner.
- **Tire Replacement:** You will be reimbursed for the reasonable costs You incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard**. Replacement will be made with a tire of like kind and quality to the original tire.
- **Wheels (Rims):** You will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. We reserve the right to have damaged wheels repaired at Our cost by a service provider of Our choosing. We further reserve the right to replace the damaged wheel at Our cost with a remanufactured wheel of like kind and quality to the wheel that was damaged by the covered **Road Hazard**. We will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- **Mounting and Balancing:** You will be reimbursed for the reasonable costs that You incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
- **Taxes:** You will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.

**Agreement Holder Responsibility:** You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the Vehicles occupants. Replaced tires are covered for the time remaining on the Agreement.

**Claim Procedures:** YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL. For authorization and instructions please call the Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: 1) Front and back copy of this Agreement; 2) Original replacement or repair invoice which must reflect: a) The tread depth of the damaged tire; b) Whether or not that damaged tire or wheel was repairable, and if not, why not; c) Whether or not the damage was due to a manufacturer's defect; and 3) Any other information that the Administrator reasonably requests.

In the event that both the tire and/or wheel damage occurs after the Administrators regular business hours, or on a weekend, and repairs must be effected, You must obtain instructions and a proof of loss form online at [www.niuf.com](http://www.niuf.com). All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after hours repairs/replacements, You must call NIU of Florida, Inc. at 888-684-9327 the next business day to report Your claim. You must complete and return the proof of loss form with: a) the original, paid, repair invoice; b) legible copies of the front and back of Your Agreement; c) a legible copy of Your Vehicle purchase order or finance agreement; and d) photos of the damaged tire(s) and/or wheel(s). **IMPORTANT:** Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel. **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE THE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

#### **KEY/REMOTE REPLACEMENT**

In the event Your key/remote is lost, stolen or destroyed, the Administrator will pay the Reasonable Repair Cost for a replacement key/ remote up to a maximum of eight hundred dollars (\$800) per year. **IMPORTANT NOTE: FOR THE SAFETY AND SECURITY OF THE VEHICLE OWNER, ALL KEYS AND/OR REMOTES THAT ARE REPORTED LOST, STOLEN OR DESTROYED MUST BE DEPROGRAMMED BY THE DEALER PRIOR TO REPLACEMENT.**

**Claim Procedures:** YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY KEY/REMOTE. All claims must be reported as soon as reasonably possible to Our Administrator, NIU of Florida, Inc., at 800 Yamato Road, Suite 100, Boca Raton FL 33431, 1-888-684-9327, Monday through Friday 9 a.m. to 8 p.m. eastern time. You may go to any Appropriate Franchise Dealer. All non-working keys/remotes must be made available to the Appropriate Franchise Dealer for inspection. You will be responsible for paying the Appropriate Franchise Dealer for the replacement key/remote and will be reimbursed by Our Administrator upon their receipt of all repair orders, sales invoices, and/or other relevant or appropriate documentation, as may reasonably be requested. Our Administrator is solely agreeing to pay the replacement cost for Eligible Keys/Remotes under the terms, conditions and limitations set forth in this Agreement. The Administrator shall not provide any keys/remotes itself. Further, the Administrator does not in any way warrant or guaranty, whether express or implied, any replacement key/remote obtained by You and/or paid for by them.

### **LEASE END PROTECTION BENEFITS**

Provided that **You** meet all of the eligibility requirements under this agreement, **You** will be entitled to up to one thousand five hundred dollars (\$1,500) for **Lease End Protection Benefits**. **We** may pay for these benefits in money, or **We** may repair or replace the damaged property with other property of like kind and quality, specifically taking into account the vehicle age, use and condition. **We** may use parts supplied by a source other than the manufacturer of the vehicle such as aftermarket, used, recycled, rebuilt, restored, or exchanged parts. No benefits will apply unless **You** have returned **Your Vehicle** to the lessor or their agent as instructed in **Your** lease agreement.

**Eligibility:** To be eligible to receive **Lease End Protection Benefits** under this Agreement, all of the following conditions must be met: (1) **You** have made all scheduled payments under the **Lease Agreement**; (2) **Your Lease Agreement** has not been terminated more than sixty (60) days prior to the **Original Scheduled Termination Date**; (3) **You** have returned the **Vehicle** to the **Lender/Lessor** as instructed in the **Lease Agreement**; (4) **You** signed the **Vehicle Condition Report** upon return of the **Vehicle**; (5) **Your Vehicle's** odometer does not in any way misrepresent **Your Vehicle's** actual mileage; (6) **Your** vehicle was not used for **Commercial Purposes**; (7) **You** have maintained and kept **Your Vehicle** in good condition as required by the **Lease Agreement**; (8) **You** have complied with all the terms and conditions of the **Lease Agreement**; (9) **You** do not exercise the purchase option under the **Lease Agreement**; (10) **You** have complied with the claim procedures indicated below; (10) **Your Vehicle** meets all of the following requirements: (a) **Your Vehicles** Manufacturers Suggested Retail Price (M.S.R.P.) is one hundred thousand dollars (\$100,000) or less; (b) The term of **Your Lease Agreement** is no greater than seventy two (72) months, and (c) **Your Vehicle** is not an excluded make and model. If any of the eligibility requirements are not met, then **Your Vehicle** is not eligible for coverage and this Agreement is void.

**Claim Procedures:** You must contact the Administrator, NIU of Florida, Inc. at 888-684-9327, Monday through Friday from 9 a.m. - 5 p.m. Eastern time to report Your claim. All claim reports must be submitted prior to Your Original Scheduled Termination Date, and in no case less than thirty (30) days prior to the date You turn over the leased Vehicle to the Lender/Lessor (the turn-in date). The following documentation must be submitted to the Administrator no less than ten (10) days prior to the turn-in date: (1) the Lender/Lessor's itemized statement detailing all charge(s) assessed by the Lender/Lessor for damage or other return expenses; (2) a complete copy of Your Lease End Protection Benefits Agreement; (3) a copy of Your Lease Agreement; and (4) any other documentation the Administrator reasonably requests. Once You have returned the vehicle to the lessor, You must provide Us with proof of vehicle return within thirty (30) days. The Administrator reserves the right to conduct its own inspection of the Vehicle or require photographs of the damages which are the subject of Your claim. The procedures detailed herein are in addition to any other Lease Agreement requirements. These procedures are not intended to be exhaustive and do not override other language in the Lease Agreement. Your Lease End Protection Benefits coverage will be null and void if You fail to comply with all of these Claim Procedures.

In addition to the items listed in the **EXCLUSIONS** section of this Agreement, no **Lease End Protection Benefits** will be provided for any of the following: (a) Repairs done prior to the termination of **Your Lease Agreement**; (b) Any damage that would be covered by a motor club contract, service agreement, warranty, or product guarantee; (c) Any damage covered by the typical provisions of an automobile physical damage insurance policy including collision coverage, and "other than collision" or "comprehensive" coverage (which includes but is not limited to theft, fire, flood, windstorm and hail); (d) Any damage or excess wear and tear to **Your Vehicle** that occurred prior to the effective date of this contract, or that occurs during the first thirty (30) days after the effective date of this contract; (e) Charges for damage or repair caused by alterations or modifications, or by improper repairs including but not limited to: 1. replacement of parts that do not meet the manufacturer's specifications; 2. mismatched parts to a set; 3. add-on parts; 4. poor or incomplete body work; 5. body filler; 6. mismatched paint; 7. improper replacement of parts; or 8. damage to the **Vehicle's** frame or alignment; (f) Charges due to missing parts valued greater than fifty dollars (\$50) each; (g) Charges due to damage of any part, equipment or accessory added to the **Vehicle** after delivery of the **Vehicle** to You; (h) Charges due to the presence of or the cost to remove signs, lettering, bumper stickers, and other adhesive items, including any subsequent repairs resulting from their removal; (i) Charges for tire wear or replacement; (j) Charges resulting from mechanical or electrical breakdown, except for the following parts and/or surfaces: head lamps, tail lamps, lenses, light bulbs, convertible tops, mirrors, door handles and antennae; (k) Charges resulting from **Your** wrongful or intentional acts; (l) Charges occurring due to repossession or because **You** failed to fulfill **Your Lease Agreement** obligations; (m) Any excess mileage charges; (n) Charges not set forth on the **Lender/Lessor's** itemized inspection statement detailing the excess wear and tear charge(s); (o) Lease extensions or purchases; (p) **Vehicle** turned in after the **Original Scheduled Termination Date**; (q) Any claim in which **You** fail to permit Us to inspect the subject **Vehicle** prior to its repair or prior to its return to the **Lender/Lessor**.

## DEFINITIONS

Throughout this Agreement, certain words in bold face type have specific definitions as follows:

- **Agreement Holder (You, Your, I, We)** means the person(s) listed in the registration section on Page 1.
- **We, Us, Our** means the Obligor
- **Seller** means the seller of this Agreement listed in the registration section on Page 1.
- **Vehicle** as used throughout this contract means the conveyance listed in the registration section on Page 1.
- **Commercial Purposes** means that the **Vehicle** has been used at any time or in any manner for any business purpose other than travel to and from **Your** usual place of employment.
- **Commercial Vehicle** means any vehicle used for **Commercial Purposes**.
- **Reasonable Repair Cost** means the customary parts and labor costs required to complete the repair or replacement of the **Covered Loss**, which in no case shall exceed the manufacturer's suggested retail price for parts, labor, and allowances, as defined in the manufacturer's labor time guide or the nationally recognized parts and labor time guides. **We** reserve the right to use "like kind and quality" replacements for lost or damaged keys/remotes.
- **Covered Loss** means one of the **Eligible Keys/Remotes** has been damaged or lost. The absence of a key/remote at the time of **Vehicle** delivery does not constitute a **Covered Loss**. Only the working keys and remotes that were provided to **You** at the time of **Vehicle** delivery are covered under this Agreement.
- **Eligible Keys/Remotes** means one (1) of the working keys/remotes provided to **You** at the time of **Vehicle's** original delivery.
- **Appropriate Franchise Dealer** means any dealership which is authorized by the OEM to repair or replace lost or damaged keys/remotes.
- **Lease End Protection Benefits** means coverage for limited physical damage to **Your Vehicle**, not otherwise excluded under this agreement, which exceeds the criteria for acceptable wear and tear as specified in **Your** lease agreement (excess wear and tear). Such damage must be itemized in a written statement created by the Lessor and signed by **you**.
- **Lease Agreement** means the lease agreement for **Your Vehicle**.
- **Original Scheduled Termination Date** means the date **Your Finance Agreement** terminates as set forth in the original **Finance Agreement** signed by **You**.
- **Finance Agreement** means the contract which represents the financing agreement between the **Lender/Lessor** and **You** for the lease of **Vehicle**, and which explains the terms, conditions, inception date, and expiration date of the financing agreement.
- **Lender/Lessor** means the financial institution/lender identified in the **Finance Agreement**.

## TERMS AND CONDITIONS

- **You must receive a minimum of two (2) sets of working keys and remotes from the dealer at the time of Vehicle delivery in order to be eligible receive Key/Remote Replacement benefits under this Agreement. If You only received one (1) key/remote at the time of Vehicle purchase, there is no coverage for any loss UNLESS You can provide documentary proof that the Vehicle was towed to the repair facility.**

- The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months.
- This contract is non-renewable, and the period during which coverage applies is limited to the term You purchased.
- This Agreement cannot be transferred.
- You will not be required to pay a deductible for this Agreement.
- The territory includes all fifty (50) United States, Canada and Puerto Rico.
- Eligible vehicles include current model year plus ten (10) years prior.
- The Administrator makes every effort to provide service but there are instances where they have no vendor available in Your area. In such an instance, the Administrator reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area.
- You may obtain a full copy of Our company's privacy notice by sending a written request to the Obligor, Attention: Privacy Notice Department, at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.
- **THIS IS NOT AN INSURANCE CONTRACT.**

### EXCLUSIONS

This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage caused by driving on tires that are improperly inflated; (c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer; (d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (e) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (f) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (g) Any damage that is the result of a manufacturer's defect; (h) Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the Vehicle described herein, the repair or replacement of which are covered under the terms and conditions of this Agreement; (i) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (j) Any wheel repair or replacement that is not pre-authorized; (k) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (l) Any damage resulting from off-road use, racing, collision with a curb, median or another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (m) Commercial Vehicles; (n) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (o) Any damage related to acts of God or acts of war or terrorism; (p) Large or deep dents; (q) Dents that are inaccessible due to the existence of after-market equipment, or where such after-market equipment or the installation thereof has altered the original Vehicle configuration; (r) Edges where it is determined that the manufacturer's bracing does not allow for the PDR process; (s) Repairs to creased metal or any area where the paint is

**damaged; (t) Repairs to any dent or ding that could in any way affect the Vehicle's paint or finish; (u) Repairs to any dent or ding that would require the replacement of Vehicle's body panels or require sanding, bonding or painting; (v) Weather related damage; (w) Any pre-existing conditions or damage.**

**CANCELLATION**

To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty five (35) days from the Effective Date, the **Seller** will refund to or credit the account of the **Agreement Holder** the full purchase price of the Agreement less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty five (35) days, the **Seller** will refund to or credit the account of the **Agreement Holder** one hundred percent of the unearned pro rata provider fee less a fifty dollar (\$50) cancellation fee and less the amount of any claims paid or payable. The provider of the Agreement shall mail a written notice to the **Agreement Holder** within forty five (45) days of termination. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

**OBLIGOR**

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

**OBLIGOR - IN ARKANSAS, MAINE, MISSOURI, WASHINGTON & WISCONSIN**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

**OBLIGOR - IN OKLAHOMA**

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327 • Service Warranty License #862215

**ADMINISTRATOR**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

**STATE PROVISIONS**

If a covered service is not provided to **You** by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

Regulation of service contracts varies from state to state. The following state specific requirements apply if **You** are a resident of one of the following states:

## ALABAMA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty five (45) days of **Your** written request to cancel the Agreement. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Administrator of this Agreement shall mail a written notice to **You** at the last known address in their records at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is nonpayment of the contract charge or a material misrepresentation by **You** to the Administrator relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

## ALASKA

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, and a claim has not been made, **You** will receive a refund of the full purchase price. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the provider fee paid by **You** for each thirty (30) day period that the refund remains unpaid. If **You** cancel this Agreement within thirty (30) days from the Effective Date and a claim has been made, or if **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded the prorated amount of the unearned provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the unearned provider fee paid by **You** for each thirty (30) day period that the refund remains unpaid. The Administrator may only cancel the Agreement for: 1) fraud, material misrepresentation; 2) failure to pay the contract charge; 3) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by the Agreement; 4) physical changes in the **Vehicle** covered by the agreement that result in the **Vehicle** becoming ineligible for coverage under this Agreement; and 5) a substantial breach of duties by **You** related to the **Vehicle**. If the Administrator cancels this Agreement, they will mail written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) fraud or material misrepresentation by **You** at the time of Agreement purchase or in pursuing a claim under the Agreement; and 2) failure by **You** to pay an amount when due. If the Administrator cancels this Agreement, **You** will be refunded the prorated amount of the unearned provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the unearned provider fee paid by **You** for each thirty (30) day period that the refund remains unpaid.



If a covered service is not provided to **You** by the provider no later than the thirtieth (30th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle. This contract does not cover pre-existing conditions.**

#### ARKANSAS

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less a cancellation fee of fifty dollars (\$50). If **You** cancel this Agreement after the first thirty (30) days, **You** will receive a pro rata refund of the Agreement retail price for the unexpired term of the Agreement based on the number of elapsed months, less a cancellation fee of fifty dollars (\$50). The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator.

#### COLORADO

If a covered service is not provided to **You** by the provider no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048; Policy # WIC- NSD-VSC-062513.

#### CONNECTICUT

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing in a written notice to the **Seller** or the Administrator only in the event that this product is returned, sold, lost, stolen or destroyed. The notice shall state the effective date of the cancellation and the reason for the cancellation. If cancellation is effected by **You** within thirty (30) days of the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the refund will be calculated on a prorated basis less the amount of any claims paid or payable. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048. If a covered service is not provided to **You** by the provider, no later than the sixtieth (60th) day after proof of loss has been filed, OR if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to Wesco Insurance Company by calling 866-505-4048, Monday through Friday from 8:30 a.m. - 5 p.m. eastern standard time. **You** may also submit **Your** request for reimbursement by writing to Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038.

**Wear and tear is not covered under this service contract. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle. This extended warranty does not provide for any In- Home service.**

If this Agreement expires in less than one (1) year and a covered repair occurs prior to expiration, there shall be an automatic extension of the term of this Agreement during the period the **Vehicle** is in the custody of the repair facility for repairs of a covered repair under this Agreement.

The following Arbitration section is added to the Agreement: The Administrator is required to make reasonable efforts with **You** to resolve disputes regarding this Agreement. If the Administrator and **You** cannot make an Agreement, **You** may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs.

### GEORGIA

The benefits under Lease End Protection Benefits are limited to those coverages specified in O.C.G.A. 33-7-6(b)(1)(A) and (B)(I) - (VI).

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel **Your** contract by mailing or delivering written notice of cancellation to the **Seller** or the Administrator. **Your** signed cancellation request must specify the reason for cancellation and the effective date of cancellation. If **You** cancel this Agreement within sixty (60) days from the Effective Date, **You** will receive a refund of the full purchase price. If cancellation is after sixty (60) days of the Effective Date the amount of the refund will be prorated based on the lesser of days or miles remaining on the contract term. The Administrator may only cancel the Agreement for fraud, material misrepresentation, or failure to pay the contract charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address the Administrator has on record. If this Agreement is cancelled by the Administrator, the amount of the refund will be prorated based on the lesser of days or miles remaining on the contract term. The refund will be payable to **You** or the Lienholder, where applicable. If the Administrator fails to refund the unearned consideration, **You** have the right to receive the refund directly from: Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048. **Whether this Agreement is cancelled by You or the Administrator, the amount of claims incurred or paid will not be deducted from any returned premiums.**

### HAWAII

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty five (45) days of **Your** written request to cancel the Agreement. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records at least five (5) days prior to the

cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is due to non-payment of the purchase price, a material misrepresentation by **You** to the Administrator or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

### IDAHO

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price less a cancellation fee of fifty dollars (\$50). If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, based on the number of days remaining on the contract term, less a cancellation fee of fifty dollars (\$50). To initiate the cancellation process, **You** must contact the **Seller** or the Administrator.

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

### INDIANA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price.

**Your** proof of payment to the Administrator for this Service Contract shall be considered proof of payment to the Insurance Company which guarantees the Administrator's Obligations to **You**.

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

**This Service Contract covers pre-existing conditions if the Mechanical Breakdown occurs during the Service Contract period.**

### IOWA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable from the **Seller**. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable from the **Seller**. If **You** cancel the Agreement, the Administrator shall mail a written notice of termination to **You** within fifteen (15) days of the date of termination. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30)

days of **You** written request to cancel the Agreement. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. **Commissioner of Insurance, Iowa Department of Insurance, 601 Locust Street, 4th Floor, Des Moines, IA 50309**

### KANSAS

In the section titled EXCLUSIONS, bullet point (h) is deleted and replaced with: **(h) Any consequential loss or damage caused by the failure of service, repair, replacement, or maintenance rendered under this Agreement;**

### LOUISIANA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is canceled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less a cancellation fee of fifty dollars (\$50). If **You** cancel this Agreement after the first thirty (30) days **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50). The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Agreement may be canceled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price.

### MAINE

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50) and the amount of any claims paid or payable. The Administrator will refund to **You** the purchase price of the contract within forty five (45) days after the contract has been returned to the Administrator. If the Administrator does not refund the purchase price within forty five (45) days, the Administrator will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is due to nonpayment of the purchase price, a material misrepresentation by the **You** to the Administrator or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

### MARYLAND

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after

the first thirty (30) days, **You** will be refunded on a prorated basis, less the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

### MINNESOTA

The Cancellation section of this Agreement is replaced in its entirety by the following: If the Agreement is canceled within thirty (30) days from the Effective Date **You** will receive a refund of the full purchase price less the amount of any claims paid or payable. If the Agreement is canceled after thirty (30) days from the Effective Date, the amount of the refund will be prorated based on the number of days remaining on the contract term less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice of cancellation will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation and will state the effective date of cancellation and the reason for cancellation. The Administrator will provide five (5) days notice before the cancellation of this Agreement in event of 1) nonpayment of the premium by **You**; 2) material misrepresentation by **You** to the Administrator; or 3) a substantial breach of duties by **You** relating to the covered product or its use. The notice will state the effective date of cancellation and the reason for cancellation.

### MISSISSIPPI

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contract the **Seller** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price. The Administrator will mail written notice of the cancellation to **You** at the last known address in their records. Notice will be mailed before the tenth (10th) day preceding the effective date of the cancellation if the cancellation is due to failure by **You** to pay an amount when due. Notice will be mailed before the thirtieth (30th) day preceding the cancellation if the cancellation is due to 1) fraud or material misrepresentation by **You**; or 2) an act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. The cancellation notice will state the effective date and reason for cancellation.

In the event of dispute with the **Seller** or Administrator of this contract, **You** may contact the Mississippi Department of Insurance at 501 N. West Street, Suite 1001, Jackson, MS 39201 or (800) 562-2957.

### MONTANA

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis less a twenty five dollar (\$25) cancellation fee and less the amount of any claims paid or payable. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to provide prior to notice of cancellation if the Agreement is cancelled because of: 1) nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the provider or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, the amount of the refund will be prorated based on the number of days remaining on the contract term less the amount of any claims paid or payable.

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

### NEVADA

**In the section titled EXCLUSIONS, item "e" is deleted.**

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Seller** or the Administrator. If the Agreement is cancelled within thirty (30) days from the Effective Date and no claim has been made, **You** will be refunded one hundred percent (100%) of the full purchase price of the contract. If the Agreement is cancelled within thirty (30) days from the Effective Date and a claim has been made, **You** will be refunded on a prorated basis. If the Agreement is cancelled after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis. The Agreement may be cancelled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become effective until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty five (45) days after the return of this Agreement. **Whether this Agreement is cancelled by You or by the Administrator, no**

**cancellation fees will be deducted from any returned premiums.**

Duplicate payments will not be made for expenses and benefits paid or covered under any other contract, warranty, or insurance policy until the limits of that coverage have been reached. Furthermore, this service contract will cover any other components of the product which are specifically identified as covered throughout this agreement, but which are not covered by any other contract, warranty, or insurance policy.

This service contract is backed by Wesco Insurance Company, 59 Maiden Lane, 43rd floor, New York, NY 10038. If the Administrator does not settle **Your** claim, **You** may submit **Your** claim directly to Wesco Insurance Company at 59 Maiden Lane, 43rd floor, New York, NY 10038 or calling toll free (866) 505-4048.

**This item may not be renewed.**

**This contract does not allow You to recover consequential damages. This contract does not cover pre-existing conditions.**

**NEW HAMPSHIRE**

In the event that **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department, State of New Hampshire Insurance Department, 21 Fruit Street #14, Concord, NH 03301; 800-852-3416.

Arbitration shall only be required upon mutual agreement by the Administrator and **You** to submit any controversy or claim arising out of or relating to this Contract, or a breach hereof, to binding arbitration at the time of such controversy or claim and shall take place in **Your** county of residence or other mutually agreed upon location in New Hampshire. Please Note: Arbitration is subject to RSA 542.

**NEW JERSEY**

The Cancellation section of this Agreement is replaced in its entirety by the following: The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the date of purchase, **You** will receive a refund of the full purchase price. If **You** cancel this Agreement after the first thirty (30) days, or if a claim was made during this time period, **You** will be refunded on a prorated basis less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) a material misrepresentation or omission by **You**; or 2) failure by **You** to pay an amount when due.

**This contract does not cover pre-existing conditions.**

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

**This contract does not allow You to recover consequential damages.**

## NEW MEXICO

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis less a twenty five dollar (\$25) cancellation fee and the amount of any claims paid or payable. If the Administrator does not refund the purchase price within sixty (60) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. A service contract in effect for at least seventy (70) days may not be cancelled by the Administrator before the expiration of the agreed term, or one (1) year after the effective date of the service contract, whichever occurs first, except for: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation.

**This contract does not cover pre-existing conditions.**

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

**This contract does not allow You to recover consequential damages.**

## NORTH CAROLINA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. This Agreement may not be cancelable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement; (2) For nonpayment of the premium by **You**. If this Agreement is cancelled by the Administrator, the refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The Lienholder will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.

## OHIO

This contract is not insurance and is not subject to the insurance laws of Ohio. In the event of cancellation of the provider's reimbursement insurance policy, insurance coverage will continue for all **Agreement Holders** whose motor vehicle ancillary product protection contracts were issued by the provider and reported to the insurer for coverage during the term of the reimbursement insurance policy. This contract may provide a duplication of coverage already provided by **You** automobile physical damage insurance policy.



## OKLAHOMA

The Cancellations section of this Agreement is replaced in its entirety by the following: This Agreement may be cancelled by **You** at any time. To cancel, **You** must return this Agreement to the **Seller** or the Administrator. If this Agreement is cancelled during the first sixty (60) days, **You** will be refunded one hundred percent (100%) of the premium paid less the amount of any claims paid or payable. If this Agreement is cancelled after the first sixty (60) days, **You** will be refunded on a prorated basis less the amount of any claims paid or payable. After the Agreement has been in effect for sixty (60) days or more, it may not be cancelable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement; (2) For nonpayment of premium by **You**, in which case the Administrator shall provide **You** notice of cancellation by certified mail. The refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The Lienholder will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee. If a covered service is not provided to **You** by the provider no later than the thirtieth (30th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the provider, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

**This service warranty is not issued by the manufacturer or wholesale company marketing the product. The coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts. This warranty will not be honored by such manufacturer or wholesale company.**

## SOUTH CAROLINA

The Cancellation section of this Agreement is replaces in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Lienholder will be named on the check when financing had been provided for the purchase price. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) nonpayment of the provider fee; 2) a material misrepresentation by **You** to

the provider; or 3) a substantial breach of duties by **You** relating to the covered product or its use.

In the event of dispute with the **Seller** or Administrator of this contract, **You** may contact the South Carolina Department of Insurance, Capitol Center at 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800) 768-3467.

### TEXAS

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Seller** or the Administrator. If the Agreement is cancelled within thirty (30) days from the Effective Date and no claim has been made, **You** will be refunded one hundred percent (100%) of the full purchase price of the contract. If the Agreement is cancelled within thirty (30) days from the Effective Date and a claim has been made, **You** will be refunded the full purchase price of the contract less the amount of any claims paid or payable. If the Agreement is cancelled after thirty (30) days from the Effective Date, the amount of the refund will be prorated based on the number of days remaining on the contract term, less a fifty dollar (\$50) cancellation fee, and the amount of any claims paid or payable. The Administrator will refund to **You** the purchase price of the contract within forty five (45) days after the contract has been returned to them. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to provide prior to notice of cancellation if the Agreement is cancelled because of: 1) nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the provider or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, the amount of the refund will be prorated based on the number of days remaining on the contract term less the amount of any claims paid. If the Administrator initiates the cancellation, no cancellation fee will apply.

**The registered service contract provider is Nation Motor Club, LLC., 800 Yamato Road, Suite, 100, Boca Raton, Florida 33431, (800) 338-2680, Texas Service Contract Provider # 545. The registered Administrator is NIU of Florida, Inc., 800 Yamato Road, Suite 100, Boca Raton, FL 33431, Texas Service Contract Provider Administrator #183.**

### WASHINGTON

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, and no claim has been made, **You** will receive a refund of the full purchase price of the Agreement. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, and a claim has been made, **You** will receive a refund of the full purchase price less a cancellation fee of twenty five dollars (\$25) and the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars

(\$25) and the amount of any claims paid or payable. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Seller** or the Administrator. The Administrator will refund to **You** the purchase price of the contract within thirty (30) days after the contract has been returned to them. If the Administrator does not refund the purchase price within thirty(30) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract within the first sixty (60) days by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the twenty first (21st) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. If the Administrator initiates the cancellation, no cancellation fee will apply. After the first sixty (60) days, the Agreement may not be cancelled by the Administrator.

Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy. **You** are entitled to make a direct claim against the insurance company. This Agreement is guaranteed by policy number WIC-NSD-VSC- WA-071510 issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

### WISCONSIN

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Seller** or the Administrator. If the Agreement is cancelled within the first thirty (30) days of the Effective Date **You** will be refunded one hundred percent (100%) of the full purchase price of the Agreement. If **You** cancel this Agreement after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis. The Agreement may be cancelled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become effective until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty five (45) days after the return of this Agreement. **Whether this Agreement is cancelled by You or by the Administrator, no cancellation fees will be deducted from any returned premiums.**

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

### WYOMING

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Selling Dealer** or the Administrator. If **You** cancel this Agreement within the first twenty (20) days of the Effective Date, and a claim has not been made, the contract is void and a refund shall be issued to **You** for the full

**purchase price of the contract. If You cancel this Agreement within the first twenty (20) days of the Effective Date and a claim has been made, the Administrator shall refund to You the purchase price of the Agreement less the amount of any claims paid or payable. If You cancel this Agreement after twenty (20) days of the Effective Date, the amount of the refund will be prorated based on the number of days remaining on the contract term, less a cancellation fee of fifty dollars (\$50) and less than the amount of any claims paid or payable. If the Administrator initiates the cancellation, no fee will apply. The Administrator will refund to You the purchase price of the contract within forty five (45) days after the contract has been returned to the Administrator. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the tenth (10th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by You to the Administrator or a substantial breach of duties by You relating to the covered product or its use.**

**This contract does not allow You to recover consequential damages. This contract does not cover pre-existing conditions.**

**The KEY/REMOTE REPLACEMENT section of this Agreement is deleted in its entirety as the benefit is not available.**

**This form is not available for use in the following states: AZ, CA, FL, IL, MA, NY & UT.**