

INS. 400	A.C.I.N.10	C.I.N.
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Vehicle Owner Name			Phone		Service Contract Number	
Street Address			Apt. #			
City			State Zip			
Year	Make	Model	VIN			
Current Odometer Reading			Current EV Battery Range Reading		Current Battery Capacity	
Seller Name			Seller I.D.		Seller Phone	
Seller Address			City		State	Zip
Lienholder Name			Lienholder Phone			
Lienholder Address			City		State	Zip
Plan Name			*Expiration Type <input type="checkbox"/> Add-On <input type="checkbox"/> Term (Expires At)		Plan Period Months _____ Miles	
**Validation Period 30 Days and 1000 Miles	Plan Code	Vehicle Class	Deductible \$ _____		Service Contract Purchase Price \$ _____	
Contract Purchase Date		Contract Activation Date				
Surcharges <input type="checkbox"/> 4 Wheel / AWD <input type="checkbox"/> 1 Ton Vehicle <input type="checkbox"/> Towing Package <input type="checkbox"/> Rideshare Coverage <input type="checkbox"/> Commercial						
Options (Subject to a surcharge) see the disclosures for more details.						
<input type="checkbox"/> Brake Pads & Shoes <input type="checkbox"/> Wiper Blades <input type="checkbox"/> Lights						
*Expiration Type All Service Contracts expire by either time or miles. For the Add-On Expiration Type, mileage begins from the odometer mileage as of the Service Contract Purchase Date (SCPD). For the "Term" Expiration Type, mileage begins at zero (0) miles.						
**Service Contract Validation Period Coverage under this Contract begins on the Service Contract Purchase Date (SCPD) unless the SCPD is more than ten (10) days after the Vehicle Purchase Date (VPD). If the SCPD is more than ten (10) days after the VPD, see the Validation Period listed above. The undersigned purchaser of this Service Contract acknowledges that parts and labor benefits are subject to the validation period stated above.						
Disclosures 1. Purchase of this Service Contract is not required to either obtain financing or to purchase the vehicle. 2. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision. 3. THE CONTRACT REGISTRATION PAGE AND THE SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER. NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER. 4. This Service Contract is not a factory warranty or an extension of factory warranty nor is it a service contract as defined in the Magnusson Moss Act. 5. This is not a contract of insurance. 6. Your Service Contract contains an arbitration clause which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the Special State Disclosures section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.						
Text Messaging Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 13 and are delivered via USA short code 77453. You may receive up to 5 message(s) per month. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 77453, email Contactus@Royaladmin.com , or call [1-800-871-0467]. You may stop your mobile subscription at any time by text messaging STOP to short code 77453						
DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE DISCLOSURES. BY SIGNING YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE DISCLOSURES. Certification: I, the undersigned purchaser of this Service Contract, have selected the above coverages and options and understand that depending upon the coverage plan selected, parts and labor benefits are subject to the validations stated above. I certify that I have read and understand the above Service Contract's terms and conditions, the Text Messaging Summary Terms & Conditions, and any implied warranty disclosures.						
Service Contract Purchase Date		Service Contract Purchaser Signature		Seller Representative		
Administered by: Royal Administration Services, Inc. [51 Mill Street – Bldg. F, Hanover, MA 02339] Tele: [(800) 871-0467] This Contract is between You (the Purchaser), and the Provider.						

CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

Repair Service – United States and Canada

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

NOTE:

THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER

Review Your Registration Page. The Registration Page contains basic information regarding Your Service Contract.

Check Your Deductible - Please check the box labeled Deductible on Your Registration Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Seller from whom You purchased this Service Contract.

DEFINITIONS

This Service Contract is an agreement between You and Us. We, Us, Our and Provider refers to United Service Protection Corporation. [400 Carillon Parkway, Suite 300, St. Petersburg, FL 33716]. The Provider is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirement section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract and any assigned transferee.

ADMINISTRATOR: Refers to Royal Administration Services, Inc. The Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at [1-800-871-0467].

BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE: Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include failure due to sludging or gelling conditions, normal wear and tear (other than battery degradation), loss not specially listed as covered, and any failure listed in What Is Not Covered. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

COMMERCIAL USE: Vehicle is used primarily for profit, such as repair work, route work, service work, and delivery. Other examples include, but are not limited to, floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, livery or transportation services, including Lyft, Uber or similar services, and realty services.

RIDESHARE VEHICLE: A ridesharing vehicle is defined as any vehicle, not commercially registered, used for the purpose of transportation of others regardless of whether You receive any compensation for that use.

COVERAGE: The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled "Plan Coverage."

COVERED PART or COVERED PARTS: Any part that experiences a Breakdown during the Contract Term, except for any parts specifically excluded in this Contract and/ or listed in the **What's Not Covered** section of this Contract. **At Our discretion, replacement parts used in Covered Repairs may include non-original equipment manufacturer parts, new re-manufactured parts, or used parts that meet the quality standards of the Repair Facility or Us.**

DEDUCTIBLE: The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim. In addition, The Deductible does not apply to Ancillary Benefits. All other Covered Repairs will still fall under the Deductible amount You selected.

ELECTRIC VEHICLE (EV): A Vehicle which uses one or more electric motors for propulsion. Also referred to as an Electric Drive Vehicle.

EV BATTERY: The EV battery pack or individual EV battery cell(s) installed in Your Vehicle. The EV Battery that is installed may vary based on the make and model of a vehicle. The environmental controls heating and air conditioning of the battery are included in your coverage.

EV BATTERY BREAKDOWN: The permanent reduction in the amount of energy that an EV Battery can store, which directly impacts its ability to hold an adequate charge. According to the terms and conditions of this Contract, EV Battery Breakdown has occurred once Your Vehicle's EV Battery fails to hold 70% of its original storage capacity. If Your Vehicle states a lower manufacturer's capacity allowance, the allowable degradation will be the lesser of the two capacity limits. We will replace or repair the battery to the manufacturers original stated capacity +/- 5kWhs.

CURRENT EV BATTERY RANGE READING: The current amount of energy that your vehicles EV Battery is operating with. This reading will be provided by the dealership on the day this Service Contract is purchased.

CURRENT BATTERY CAPACITY: The current battery capacity is determined by calculating the Manufacturer's capacity allowance and the current EV battery range reading to determine the permanent reduction in the amount of energy that your EV Battery can store. Vehicles with batteries that cannot hold at least 80% of the original capacity are not eligible for coverage under this program.

EXPIRATION TYPE: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

FULL FACTORY WARRANTY, FACTORY WARRANTY: Refers to the full Manufacturer's Warranty provided to You by the manufacturer at no additional cost and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

LABOR: Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility's labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility's labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

OEM: Original Equipment Manufacturer.

PLAN PERIOD: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of months or miles is reached. Please refer to the section entitled "Expiration Type" on Your Registration Page for more information.

SELLER: Refers to the party who sold You this Service Contract. Please see the box labeled "Seller Name" on the Registration Page for Your Seller's contact information.

SERVICE CONTRACT: This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

SERVICE CONTRACT NUMBER: Please see the box labeled "Service Contract Number" on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

VEHICLE, YOUR VEHICLE: Refers to the electric vehicle described on the Registration Page of Your Service Contract and owned by You, regardless of whether or not the **VEHICLE** has been previously owned, sold, or titled.

WEAR AND TEAR: Refers to the gradual reduction in component performance through normal operation and use.

PLAN COVERAGE

What Your Contract Covers:

Any part that experiences a Breakdown during the Contract Term, **except for any other parts specifically excluded in this Contract and/or listed in the What is Not Covered section of this Contract.** Coverage provides payment/reimbursement for Costs authorized by Us to repair or replace parts/components that experience a Breakdown, less Your Deductible amount, in accordance with all terms and conditions of this Contract. **Coverage for seals and gaskets is included ONLY in conjunction with a Covered Repair and cannot be the cause of the Breakdown**

EV ASSURE PLAN COVERAGE

All Vehicle Components are covered **except** those listed below:

- Any Component listed in the section entitled “What Is Not Covered”
- Any equipment when not installed by the manufacturer
- Anti-theft systems
- Body Panels
- Bolts/Nuts/Fasteners unless needed in conjunction with a covered repair.
- Brake Lining and Brake Pads
- Catalytic Converter
- Coolant Hoses and Drive Belts
- Drums and Rotors except when damaged by a covered part
- Exhaust System
- Glass and any treatments or chemicals related to any glass
- Lenses
- Light Bulbs, Halogen bulbs or H.I.D Diodes
- Manual Transmission Clutch components
- Moldings/Weather-Strips
- Paint
- Passive or active safety and restraint systems, and any sensors and/or components related to those systems.
- Radio/speaker equipment
- Recreational Vehicle equipment
- Remote Controls, Key Fobs or Keyless components
- Sealed Beams
- Sheet Metal/Bumpers
- Shocks and Struts
- Spark Plugs and Wires
- Suspension Air Bags
- Telephones, Satellite Services or Systems
- Televisions
- Tires/Wheels/Wheel Covers
- Trim

- **Upholstery/Convertible & Vinyl Tops**
- **Video Entertainment and/or Gaming Systems**
- **Wiper Blades**
- **Any Aftermarket Parts**
- **The components described in the Vehicle's Manufacturer's Maintenance Schedule when such components are repaired or replaced as part of routine or manufacturer-recommended maintenance.**

ADDITIONAL COVERAGE:

Technology Group: The following Manufacturer-Installed components will be covered only if the Technology Group option is selected at the time of purchase and the appropriate surcharge is paid: DVD Players; Radio; CD Players; Video and Gaming Systems; Navigation Systems, Back-up Camera, Parking Sensors. Coverage does not include any removable components such as Remote Controls, DVD or CDs. The maximum benefit allowed is \$2500 during the term of Your Service Contract.

Seals and Gaskets: Seals and Gaskets are covered **ONLY** in conjunction with a Covered Repair. Note: Leaking or seepage of seals and gaskets is considered wear and tear and is not covered under this Service Contract.

OPTIONAL COVERAGES (Surcharge applies):

1. **Brake Pads/Shoes:** You are eligible for the replacement of Brake Pads or Shoes only if the Brake Pads/Shoes option is selected at the time of purchase and the appropriate surcharge is paid. The maximum benefit allowed is \$100 during the term of Your Service Contract.
2. **Wiper Blades:** You are eligible for reimbursement for the following only if the Wiper Blades option is selected at the time of purchase and the appropriate surcharge is paid: two (2) services up to \$20 each for the replacement of Wiper Blades during the term of Your Service Contract. The maximum reimbursement available for this benefit is \$40 during the term of Your Service Contract.
3. **Lights:** You are eligible for reimbursement for the following only if the Lights option is selected at the time of purchase and the appropriate surcharge is paid: (1) the cost of an Alignment and replacement of Exterior Lamps & Bulbs with a maximum reimbursement of \$200 during the term of Your Service Contract. The maximum reimbursement available for these benefits is \$200 during the term of Your Service Contract.

MANDATORY SURCHARGES: The following surcharges must be selected and paid for at the time of purchase. Failure to do so will result in cancellation by Us of this Service Contract.

1. **4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
2. **1 Ton Vehicle:** If You have a vehicle with a one-ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.
3. **Towing Package:** If Your Vehicle is equipped with a Manufacturer Installed Fifth Wheel or Gooseneck Hitch Tow package modification and Manufacturers towing specification are followed, an additional mandatory surcharge is applied. No coverage is provided for components that were utilized to facilitate the vehicle's modification, including but not limited to the Hitch and its components. Proof of installation will be required.
4. **Rideshare Coverage:** A ridesharing vehicle is defined as any vehicle being used in accordance with the definition provided in this Service Contract.
5. **Commercial Use Coverage:** Commercial Use is defined as any vehicle being used in accordance with the definition provided in this Service Contract.

IF YOUR VEHICLE INCURS A BREAKDOWN

1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:
 - A. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled “Plan Coverage,” and specifically the sub-section entitled “Additional Benefits.”
 - B. Prevent Further Damage – Refer to the Owner’s Manual and take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
 - C. Take Your Vehicle to a licensed repair facility of Your choice.
 - D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
 - E. The repair facility representative must obtain a Claim Authorization Number from the Administrator prior to any repair being initiated or any damaged parts being removed or discarded.
 - F. Save all components, including fluids and filters that need to be inspected. We require covered components to be retained for **Our** inspection or disposal.

REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.

If prior authorization cannot be obtained during the Administrator’s normal business hours and the cost of repair is \$350 or less, the Administrator may waive the pre-authorization requirement at the Administrator’s sole discretion. The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator’s adjudication process.

2. The repair facility **must** do the following **prior** to initiating any repairs:
 - A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. **It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.**

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service Contract. The Administrator will also determine the extent of the tear-down that is necessary. “Necessary” shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact [1-800-871-0467].
 - C. Review the Administrator’s determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.

D. Exhaust all available coverages under manufacturer's warranty and automobile insurance where applicable.

3. When You pick up Your Vehicle, You must:

A. Review the work performed with the repair facility representative.

B. Pay the Deductible amount shown in the Registration Page.

C. Pay for any charges not covered by this Service Contract.

D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

PAYMENT OR REIMBURSEMENT OF CLAIMS

When the damage and repair fall within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within 180 days of the date that the Claim was approved. **No requests for payment will be honored if received more than 180 days after that Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
 1. Itemized listing of approved replacement part names, numbers and prices.
 2. Description of approved labor and charges necessary to correct the mechanical failure.
 3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
 4. Date of repair.

TERMS AND CONDITIONS

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled "Expiration Type" and "Plan Period" to determine Your period of coverage.

CONTRACT HOLDER'S RESPONSIBILITIES:

1. CLAIM REIMBURSEMENT

Obtain approval **PRIOR** to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at [1-800-871-0467], or instruct the repair facility performing the work to call to register the claim **BEFORE ANY WORK IS PERFORMED**.

See the section entitled "If Your Vehicle Incurs A Breakdown" for additional information.

2. VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS

You must properly maintain Your Vehicle and KEEP THE RECEIPTS.

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

Maintenance Requirements:

- a. **You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations and by a licensed service facility, as outlined in the Owner's Manual for Your Vehicle.**

NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in a denial of Coverage under this Service Contract.

- b. **It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, including maintenance performed prior to the purchase of this Service Contract while the Vehicle was owned by You. "Proof" means repair orders from a licensed repair facility. Pertinent information must be included that identifies the Vehicle and the repairs performed, in particular the Vehicle Identification Number (VIN), date of service or repair work, mileage, parts and labor.**

ADMINISTRATOR'S RESPONSIBILITIES:

1. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

If you dispute our determination of coverage, you must notify us in writing of such dispute, and your reasons for the dispute, within sixty (60) days of Our final determination. Failure to notify us within this time period will be deemed a waiver of any such dispute. Any actions or claims arising from this Service Contract or actions taken by Us under the terms and conditions of this Service Contract shall be filed in Duval County, Florida.

GENERAL PROVISIONS:

1. YOUR HELP AND COOPERATION

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You. We shall not pay for any approved claims if You fail to comply with this section in any way.

2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

3. OTHER COVERAGE

In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.

4. DEDUCTIBLE

In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to 24 Hour Roadside Assistance and Rental Benefit, if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

5. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled “Plan Coverage.”

6. LIMITS OF LIABILITY

- a. **Vehicle Repair Claims:** OUR liability for any one authorized repair shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

OUR liability for **all authorized repairs combined**, shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees).

- b. **EV Battery Claims:** OUR liability for **any one authorized EV Battery repair or replacement** shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees). Our Maximum liability on any EV Battery claim is limited to \$40,000.

OUR liability for **all authorized EV Battery repairs or replacement combined**, shall in no event exceed the Average Trade-In Value of Your Vehicle at the time of said repair visit as listed in the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide for Your region (excluding tax, title, and license fees). Our Maximum liability on all EV Battery claim is limited to \$40,000.

In the event that the amount of **any one claim or the combined total amount of all authorized claims** meets or exceeds Our liability, Your Service Contract will be deemed expired, and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract’s Plan Period. No refund shall be due to You upon expiration of the Service Contract.

7. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract may be subject to a Validation Period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the Validation Period, if applicable, is listed on the Registration Page of this Contract. There is no coverage during the Validation Period. Coverage will commence upon the expiration of the Validation Period. If the Validation Period applies, the additional time and mileage contained in the Validation Period will be added to the plan’s duration.

8. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Service Contract Purchase Date, subject to the Validation Period, if applicable.
- b. Mileage: The plan expiration is measured from the odometer mileage of the Vehicle on the Service Contract Purchase Date, subject to the Validation Period, if applicable.

EXPIRATION TYPE: TERM

This plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured in time from the Service Contract purchase date.
- b. Mileage: The plan expiration is measured from zero (0) odometer miles and will expire when the vehicle's odometer reaches the mileage of the plan selected.

9. MANUFACTURER'S WARRANTY DISCLOSURE

If the term of this Service Contract overlaps with the term of Your Manufacturer's Warranty, look first to Your Manufacturer's warranty for coverage. This Service 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.

10. COVERAGE DISPUTES

In the event you dispute all or part of Our determination regarding coverage under this Service Contract, You must notify Us of that dispute within sixty (60) days of Your receipt of Our determination.

WHAT IS NOT COVERED

This Contract will NOT PAY or reimburse You for any part or condition excluded throughout this Contract or for:

- 1. ANY REPAIR, REPLACEMENT, OR SERVICE THAT OCCURS OUTSIDE OF THE UNITED STATES AND CANADA.**
- 2. ANY REPAIR, REPLACEMENT, OR SERVICE THAT WAS NOT PRE-AUTHORIZED BY US.**
- 3. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NOT REPORTED TO US WITHIN 60 DAYS FROM THE DATE THE REPAIR, REPLACEMENT OR SERVICE OCCURS.**
- 4. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED AS A RESULT OF A MANUFACTURER DEFECT.**
- 5. ANY REPAIR, REPLACEMENT, OR SERVICE THAT IS NEEDED, BUT IS CAUSED BY ACCIDENT(S), MISUSE, ABUSE, NEGLECT, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF A REPAIR FACILITY TO PERFORM PROPER REPAIRS), IMPROPER TOWING, THE LACK OF PROPER MAINTENANCE, AND/OR ALTERATIONS/MODIFICATIONS TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER.**
- 6. THE FAILURE OF ANY PART NOT COVERED UNDER THIS CONTRACT, INCLUDING THE FAILURE OF A COVERED PART CAUSED BY A NON COVERED PART.**
- 7. ANY REPAIRS, REPLACEMENTS, OR SERVICES COVERED BY A DEALER, INSURANCE COMPANY, WARRANTY, OR MANUFACTURER (INCLUDING A MANUFACTURER RECALL CAMPAIGN).**
- 8. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMPETITIVE DRIVING OR RACING, PRINCIPALLY OFF ROAD USE, OR RENTAL PURPOSES.**
- 9. ANY CLAIM, IF YOUR VEHICLE IS USED FOR COMMERCIAL PURPOSES, UNLESS YOU HAVE PAID THE COMMERCIAL USE SURCHARGE AND IT IS SELECTED ON YOUR DECLARATIONS PAGE.**

10. **HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR THE CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/WATER LEAKS.**
11. **ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, AND THE LACK OF COOLANTS/LUBRICANTS.**
12. **LIABILITY FOR ANY PERSONAL EXPENSES, DAMAGE TO PROPERTY, INJURY, OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.**
13. **ANY PERSONAL EXPENSES (EXCEPT AS OUTLINED IN THE ANCILLARY BENEFITS SECTION) AS A RESULT OF A BREAKDOWN.**
14. **ANY BREAKDOWN OF A COVERED PART OR A NON-COVERED PART RESULTING FROM CONSEQUENTIAL DAMAGE, EXCEPT AS LISTED UNDER THE CONSEQUENTIAL DAMAGE COVERAGE UNDER THE LIMITS OF LIABILITY SECTION.**
15. **THE GRADUAL REDUCTION IN A COVERED PART'S OPERATING PERFORMANCE.**
16. **ANY CLAIM, IF YOUR VEHICLE IS RATED MORE THAN 1 TON.**
17. **BATTERY CABLE/HARNESS, MOBILE CONNECTOR, WALL CONNECTOR, ANY FUTURE CONNECTORS, AND ANY RELATED CHARGING ADAPTERS, INTERIOR LED LIGHTING, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, GAME CENTERS, SPEAKERS, REMOTE CONTROL CONSOLES, RADAR DETECTION DEVICES, BRAKE ROTORS AND DRUMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES, AND/OR WHEELS/RIMS. EXTERNAL NUTS, BOLTS, AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED REPAIR).**
18. **PRE-EXISTING CONDITIONS THAT EXISTED PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.**
19. **ANY NON-U.S. SPECIFICATION MODEL VEHICLE, GREY MARKET VEHICLE, OR ANY VEHICLE: WITH A BRANDED OR SALVAGED TITLE THAT WAS DECLARED A TOTAL LOSS OR LEMON, THAT WAS REPOSSESSED, OR THAT HAD THE ORIGINAL MANUFACTURER'S WARRANTY VOIDED FOR ANY REASON.**
20. **ANY BREAKDOWN CAUSED BY ACTS OF CRIME/NATURE INCLUDING, BUT NOT LIMITED TO: FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKE, FIRE, WINDSTORM, HAIL, WATER, FLOOD, VANDALISM, RIOTS.**
21. **ANY INVOICE PRESENTED TO US FOR PAYMENT IN WHICH THE REPAIRS WERE NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION.**
22. **ANY CLAIM, IN WHICH YOUR VEHICLE'S ODOMETER HAS BEEN ALTERED, DISCONNECTED, OR IS INOPERABLE. IF THE ODOMETER BECOMES INOPERABLE DURING THE TERM OF THIS CONTRACT, YOU MUST IMMEDIATELY NOTIFY US AND WITHIN 15 DAYS OF THE ODOMETER BECOMING INOPERABLE PROVIDE DOCUMENTATION PROVING THAT THE ODOMETER HAS BEEN REPAIRED.**
23. **ANY CLAIM FOR ANY PART OR REPAIR THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES TO BE REPAIRED, REPLACED, ADJUSTED, OR UPDATED (INCLUDING UPDATING SOFTWARE OR PROGRAMMING), IN CONJUNCTION WITH A COVERED REPAIR WHEN A BREAKDOWN OF THAT PART HAS NOT OCCURRED. THIS INCLUDES MODIFICATIONS, REPLACEMENT, OR ALTERATION OF ORIGINAL SYSTEMS NECESSITATED BY THE REPLACEMENT OF AN OBSOLETE, SUPERSEDED, REDESIGNED, OR UNAVAILABLE PART.**

24. EV BATTERY DAMAGE CAUSED BY IMPROPER CHARGING INCLUDING, BUT NOT LIMITED TO OVERCHARGING OR UNDERCHARGING AND/OR MALFUNCTIONS CAUSED BY CHARGING STATIONS.

INELIGIBLE VEHICLES

1. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU (or a similar designation), not actual mileage, or its equivalent by a state regulatory agency or department.
2. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
3. Trucks over 1 ton classification, taxis, buses, and government-owned vehicles (including municipalities).
4. Vehicles used for racing competition, time trials or rallies.
5. Vehicles modified from manufacturer's specifications.
6. Vehicles not purchased through a licensed authorized agent.
7. Grey Market Vehicles.
8. Vehicles with a fifth wheel hitch, gooseneck trailer hitch or bumper hitches are covered if installed by the manufacturer and the Towing Package Surcharge was applied and paid. No coverage is available in the event the hitch and trailers are not used in accordance with Manufacturers specifications regarding weight capacity.
9. Vehicles with a snowplow attachment unless the Commercial Use Surcharge was paid at the time You purchased the Service Contract.
10. Vehicles purchased by a minor.
11. Commercial vehicles. Commercial vehicles shall include: vehicles not registered commercially but used for any commercial purposes; vehicles titled or registered to a company; and vehicles registered and used for any commercial purposes as defined in the Definitions section of this Service Contract. This exclusion does not apply to ridesharing vehicles if the Rideshare Coverage Surcharge was applied and paid, or to commercial vehicles if the Commercial Use Surcharge was applied and paid, as required by the Mandatory Surcharges section of this Service Contract.

TRANSFER AND CANCELLATION

TRANSFER OF SERVICE CONTRACT:

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract. The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:

1. Name of New Owner,
2. Address & Telephone Number,

3. Copy of Title showing transfer.

This Service Contract must be given to the new owner at the time the Service Contract Transfer is completed. Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

CANCELLATION OF YOUR SERVICE CONTRACT:

- 1. You may cancel this Service Contract at any time.**
- 2. To cancel this Service Contract, either return to the Seller to complete and sign the cancellation form, or mail written notice to the Seller of Your election to cancel this Service Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.**
- 3. Cancellation requests received:**
 - a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts.**
 - b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.**

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

- 4. We may cancel at any time if:**
 - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.**
 - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.**
 - c. Your Vehicle is used in a manner not covered by the Service Contract.**
 - d. Your Vehicle is or has been modified.**
 - e. Your Vehicle is an Ineligible Vehicle.**
 - f. The charge for the Service Contract is not paid to Us.**
 - g. The charge for a Mandatory Surcharge is not paid to Us.**
 - h. Your Vehicle is covered by multiple Service Contracts.**
 - i. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.**
 - j. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).**
 - k. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood after You purchased the Service Contract.**
 - l. The Seller was not authorized by Us to sell the Service Contract.**
 - m. There is a substantial change in the usage of the vehicle, e.g. Commercial Use or Towing Package, which was not present at the time of the purchase of the Service Contract. Cancellation will be effective as of the date We are made aware of such change in usage, regardless of when the change in usage occurred.**

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. The lienholder may have a security interest in the Service Contract refund. If a security interest exists, the refund will be paid to the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.

REFUND

All refunds will be calculated based on the provisions provided in the section entitled “Transfer and Cancellation.”

The Administrator agrees to pay the Provider’s respective percentage of the refund, based on the amount of the consideration the Provider received. The Seller agrees to pay its respective percentage of the refund based on the amount of the consideration the Seller received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to the Seller the Provider’s respective percentage of the refund due. Seller shall then remit to You the full refund amount due, which shall include both the Provider’s and the Seller’s respective percentage of the refund due. In no event will We or the Administrator be liable for the Seller’s portion of any refund due to You, including if the Seller has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Seller has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Seller.

Royal Administration Services, Inc.

[51 Mill Street, Building F
Hanover, MA 02339]

Phone: [1-800-871-0467] • Fax: [1-781-261-2522]

Florida Certificate of Authority #60109

ADDITIONAL BENEFITS (Included at no cost):

24 Hour Roadside Assistance: Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service and fuel and fluid delivery services (**excluding the cost of the fuel or fluids**) are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. The 24 Hour Roadside Assistance benefits are provided through Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, [106 West Tolles Drive, St. Johns, MI 48879], [1-855-513-5184]. If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided. We will dispatch a Service Provider to Your location. Your benefit includes “sign & drive” services under this Contract up to a maximum of \$100 per use/incident. Sign & drive means You incur no out of pocket

expenses up to the \$100 maximum benefit per use/incident. Any fees above the per use/incident maximum will be at Your own expense and will not be reimbursed.

Emergency Roadside services are provided to You in emergency situations only when Your Vehicle (due to an unforeseen disablement or unavoidable incident) is unable to be driven safely. Services are not designed to be provided when the disablement is caused by poor or non-existent vehicle maintenance, nor does this benefit cover services required for Your Vehicle due to an automobile accident or damage incurred by acts of nature such as: floods, hurricanes, tornadoes, earthquakes, and hail.

Services provided by Quest Towing Services will not be available in areas not regularly traveled, such as vacant lots, beaches, open fields, roads closed during the season of the request, or other places which would be hazardous for the Service Provider to reach. Quest Towing Services is not responsible for service in areas that restrict or ban access to motorist such as turnpikes and other governed highways, including toll roads.

Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24-Hour Roadside Assistance Program.**

Rental Benefit: This benefit is provided to you by Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, [106 West Tolles Drive, St. Johns, MI 48879], [1-855-513-5184]. Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of forty dollars (\$50.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. Rental reimbursement will not apply to charges for rideshare programs (such as Uber or Lyft) or other alternative transportation options. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

Limp Along Coverage: If Your Vehicle has experienced a Breakdown or Vehicle disablement due to an undercharged/exhausted battery, We will arrange for a Service Provider to be dispatched to Your Location. If Your Vehicle's battery is able to be charged, the Service Provider will charge it for up to 30 minutes, which will provide most Vehicles up to 20 miles of driving range. **This service may NOT be available in all regions and/or for all Electric Vehicle makes and models. If this service is NOT available in Your region and/or for Your Vehicle, We will arrange to have Your Vehicle towed to the nearest charging station.** This service is limited to a maximum of \$150 per occurrence and 1 use per any 12 month period. **Call Us Toll Free, 24 Hours a day, 7 days a week at [(855) 513-5184] and We will dispatch a Service Provider to Your location.**

ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

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. 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. **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 State Requirements section of this Service 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.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT

You agree and acknowledge that **You** have paid an additional fee for this **Service Contract** that is separate and apart from the purchase price **You** paid for the **Covered Vehicle**. Because of that separately stated consideration, **You** agree and acknowledge that this **Service Contract** is not part of the basis of the bargain for **Your** purchase of the **Covered Vehicle**. **You** further agree and acknowledge that **We**, the **Administrator/Provider** under this **Service Contract**, are not the supplier of the **Covered Vehicle**. Consequently, this **Service Contract** is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this **Service Contract** is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

INSURANCE STATEMENT:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida [11222 Quail Roost Drive, Miami, FL 33157]. If We fail to perform or make payment under the terms of this Service Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call [1-866-306-6694] for instructions.

STATE REQUIREMENTS

The following Special State Requirements and/or Disclosures apply if this Service Contract was purchased in one of the following states and supersede any other provision herein to the contrary:

ALASKA

The following are changes to the **CANCELLATION OF YOUR SERVICE CONTRACT** section:
Section 2 is deleted in its entirety.

Section 3 is deleted and replaced with the following:

3. Cancellation requests received:

- a. Not later than the first thirty (30) days, the Service Contract is void and You will receive a full refund. If We fail to provide a refund not later than forty-five (45) days after return of this Service Contract to Us, We shall pay You a penalty of ten percent (10%) of the Service Contract purchase price for each month the refund remains unpaid. The right to void this Service Contract is not transferable and applies only to the original Service Contract holder.
- b. After the first thirty (30) days or if a claim has been made. You will receive a pro-rated refund based upon term or mileage, whichever is greater, less any approved claim amounts. Refunds will be calculated less a cancellation fee of fifty dollars (\$50) or seven and a half percent (7.5%) of the unearned Service Contract purchase price, whichever is less. If We fail to provide a refund not later than forty-five (45) days after return of this Service Contract to Us, We shall pay You a penalty of ten percent (10%) of the unearned Service Contract purchase price for each month the refund remains unpaid.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt.

If Your Vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

Section 4 is deleted and replaced with the following:

4. We may cancel at any time if:
 - a. The charge for the Service Contract is not paid to Us.
 - b. You have been convicted of a crime having as one of its necessary elements an act increasing the hazard covered by the Service Contract.
 - c. Discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or in pursuing a claim under the Service Contract.
 - d. Discovery of a grossly negligent act or omission by You that substantially increases the hazards covered by this Service Contract.
 - e. Physical changes in Your Vehicle covered by the Service Contract that result in the Vehicle becoming ineligible for coverage under this Service Contract
 - f. Substantial breach of duties by You related to the covered Vehicle.

Cancellation will be effective as of the date We determine the reason for cancellation. If We cancel this Service Contract, written notice of cancellation will be delivered to You at Your last known address stating the reason and effective date at least five (5) days prior to the effective date of cancellation, for any reason other than nonpayment of the Service Contract price or fraud or material misrepresentation made by You in obtaining the Service Contract or in pursuing a claim under the Service Contract. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. We will make the required refund to You or credit to Your account within forty-five (45) days after return of the Contract to our Administrator. If We do not pay any refund or credit Your account, We will add ten percent (10%) of the unearned Service Contract purchase price to Your refund for each month Your refund remains unpaid.

The **INSURANCE STATEMENT** is deleted and replaced with the following:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida [11222 Quail Roost Drive, Miami, FL 33157]. If We fail to perform or make payment under the terms of this Service Contract within thirty (30) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call [1-866-306-6694] for instructions.

CALIFORNIA

The following is added to this Service Contract:

The California Provider License Number for United Service Protection Corporation is 0D01816.

The following are changes to the **GENERAL PROVISIONS** section:

Item 2. Subrogation and Our Right to Recover Payment is deleted and replaced with the following:

SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

In the event that coverage is provided under this Service Contract, We shall be subrogated to all the rights You may have to recover against a person or organization arising out of a safety defect which is the subject of a voluntary or mandatory recall campaign, as well as out of an order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do what is reasonably necessary to secure such rights (and is without prejudice to Your own legal rights and privileges). You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Service Contract shall belong to, and be paid to Us, up to the amount of benefits paid under this Service Contract.

In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.

Item 6. **LIMITS OF LIABILITY** is amended by adding the following:

The established value of the Vehicle does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value.

The ARBITRATION PROVISION is deleted in its entirety.

The following are changes to the **WHAT IS NOT COVERED** section:

Items 11, 12 and 18 are deleted and replaced with the following:

11. ANY BREAKDOWN CAUSED BY CONTAMINATION, OVERHEATING, AND THE LACK OF COOLANTS/LUBRICANTS. CONTAMINATION MEANS UNINTENDED PRESENCE OR INTRODUCTION OF CONTAMINANTS.

12. LIABILITY FOR ANY PERSONAL EXPENSES, DAMAGE TO PROPERTY, INJURY, OR FOR NON-INTENTIONAL ACTS CAUSING INJURY OR DEATH ARISING FROM THE OPERATION OF YOUR VEHICLE, WHETHER OR NOT THE CAUSE IS RELATED TO A COVERED REPAIR, REPLACEMENT, OR SERVICE.

18. is amended by adding the following:

NO BENEFIT IS PROVIDED FOR A CONDITION WHICH ALREADY EXISTED WHEN YOU PURCHASED YOUR SERVICE CONTRACT OR FOR A MECHANICAL BREAKDOWN WHICH OCCURRED BEFORE YOU PURCHASED YOUR SERVICE CONTRACT.

5. is amended by adding the following:

THE LACK OF PROPER MAINTENANCE MUST INVOLVE THE FAILED PART(S).

The following are changes to the **CANCELLATION OF YOUR SERVICE CONTRACT** section:

Items 1-5 are deleted and replaced with the following:

1. You may cancel this Service Contract at any time in accordance with the following terms:
 - a. **Contact the Administrator in writing, within sixty (60) days after the requested cancellation date, and an odometer statement.**
 - b. **Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Service Contract. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Service Contract, the lienholder or creditor will be named with You as a joint payee of the refund.**
 - c. If this Service Contract is canceled because the Vehicle is repossessed, the lienholder or creditor will be the sole payee of the refund.
 - d. If this Service Contract is canceled because of a total loss of the Vehicle, the lienholder or creditor will be the sole payee of the refund, **unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.**
 - e. You may cancel this Service Contract at any time. If You cancel this Service Contract within sixty (60) days of receipt of the Contract and no claims have been filed, We will refund the entire Service Contract charge paid. If You cancel this Service Contract within sixty (60) days of receipt of this Contract and claims have been filed, We will refund an amount of the Service Contract charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins. If You cancel this Service Contract after the first sixty (60) days from receipt of the Contract, We will refund an amount of the Service Contract charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Service Contract charge, whichever is less.
2. We may cancel this Service Contract within the first sixty (60) days for any reason under the following conditions:
 - a. Notice of cancellation will be mailed to You postmarked before the sixty-first (61st) day after the date the Service Contract was sold by the Dealer.
 - b. We will refund the entire Service Contract charge paid within thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation.
 - c. The Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. After sixty (60) days, We may only cancel the Service Contract for nonpayment by You or for material misrepresentation or fraud by You, conditioned upon each of the following:
 - a. Notice of cancellation will be mailed to You.
 - b. We will refund an amount of the Service Contract charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less any paid or approved claims.
 - c. The refund will be paid within thirty (30) days of the date of cancellation.
 - d. The Service Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
 - e. The notice states the specific nature of misrepresentation.

f. If Your Vehicle is sold, lost, stolen, or destroyed this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

4. If this Service Contract is canceled, We are liable for any claim filed and/or approved if the claim is reported prior to the effective date of cancellation and is covered by the Service Contract. You are deemed to have reported a claim if You have completed the first step required under the Service Contract for reporting a claim.
5. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.
The **INSURANCE STATEMENT** is deleted and replaced with the following:
NOTICE: This Service Contract is not an insurance policy. Unless otherwise regulated under state law, the contents of this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. Performance to You under this Service Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Service Contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: American Bankers Insurance Company of Florida [11222 Quail Roost Drive; Miami, FL 33157], [1-866-306-6694]. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at [1-800-927-4357] or access the departments Internet Website (www.insurance.ca.gov).

NEVADA

The following are added to this Service Contract:

This Service Contract is non-renewable.

NOTICE: If the manufacturer's warranty becomes void during the term of this Service Contract, We will not provide coverage for any benefit that would otherwise been provided under the manufacturer's warranty. Subject to the terms of this Service Contract, all other coverage under this Contract will continue to be provided.

THIS SERVICE CONTRACT MAY BE SUBJECT TO A VALIDATION PERIOD OF THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES PRIOR TO COVERAGE TAKING EFFECT.

The following is added to the **IF YOUR VEHICLE INCURS A BREAKDOWN** section:

In the event You are not satisfied with the manner in which We are handling the claim You may file a complaint with the Nevada Division of Insurance by calling (888) 872- 3234.

The following are changes to the **WHAT IS NOT COVERED & INELIGIBLE VEHICLES** section:

Item 5 in **WHAT IS NOT COVERED** and in **INELGIBLE VEHICLES** are deleted and replaced with the following:

5. This Service Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the covered Vehicle, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the covered Vehicle is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Service Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Service Contract.

The following are changes to the **TRANSFER OF SERVICE CONTRACT** section:

The fifty dollar (\$50.00) fee is deleted and replaced with a fee of twenty five dollars (\$25.00).

The following are changes to the **CANCELLATION OF YOUR CONTRACT** section:

Section 2 is amended by deleting the following:

“return to the Seller to complete and sign the cancellation form”.

Section 3, paragraphs a. and b. are deleted and replaced with the following:

- a. Cancellation requests received within thirty (30) days will receive a full refund provided claims have not been filed and/or paid. A cancellation fee will not be charged.
- b. All other cancellations, including cancellations within the first thirty (30) days when a claim has been filed. The refund will be pro-rated based upon term or mileage, whichever is greater. A twenty five dollars (\$25.00) cancellation fee will apply. In no event will paid claims be deducted from any refund.

Section 4 is deleted and replaced with the following:

After the Service Contract has been in effect for seventy (70) days We may only cancel for the following reasons:

- a. failure by You to pay the Service Contract Purchase Price to Us;
- b. conviction by You of a crime that results in an increase in the service required under the Service Contract;
- c. discovery of fraud or material misrepresentation by You in obtaining the service contract or in presenting a claim for service thereunder;
- d. or discovery of an act of omission by You or a violation of any condition of the Service Contract which occurred after the effective date of the Service Contract and substantially and materially increased the service required under the Service Contract;
- e. a material change in the nature or extent of the required service or repair which occurred after the effective date of the Service Contract and which caused the required service or repair to be substantially and materially increased beyond that contemplated at the time the Service Contract was issued or sold.

We must mail You notice of cancellation fifteen (15) days prior to the effective date of termination stating the reason for cancellation and the effective date of the cancellation. If We cancel this Service Contract, no cancellation fee will be charged. In no event will paid claims be deducted from any refund.

The following is added to the **REFUND** provision:

The Administrator shall refund to You the Service Contract Purchase Price paid within forty-five (45) days after this Service Contract is returned pursuant to Section 3.a. of the Cancellation Of Your Service Contract provision. If the Administrator fails to refund the Service Contract Purchase Price paid within that time, the Administrator shall pay You a penalty of ten percent (10%) of the Service Contract Purchase Price paid for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. This provision applies only to the original purchaser.

NEW YORK

Under **CANCELLATION OF YOUR SERVICE CONTRACT** Item 3) a. is deleted and replaced with the following:

- a. If You return this Service Contract within thirty (30) days of the date the Service Contract was mailed to You and if no claim has been made, the Service Contract shall be void and You shall receive the full purchase price of the Service Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within thirty (30) days after the return of the Service Contract to Us. The right to void this Service Contract is not transferable and applies only to the original Service Contract holder.

The following is added to the **CANCELLATION OF YOUR SERVICE CONTRACT**, Section 4:

If We cancel this Service Contract, We will mail a written notice to Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective reimbursement required under Section 3 of this

provision. Written notice is not required if the reason for cancellation is nonpayment of the Service Contract price, a material misrepresentation, or a substantial breach of duties by You relating to the vehicle or its use.

WASHINGTON

The following are added to the **DEFINITIONS** provision:

SERVICE PROVIDER: the person that is contractually obligated to the Service Contract Purchaser/Holder under the terms of this Service Contract. This Service Contract is between You and United Service Protection Corporation, [P.O. Box 20647, St. Petersburg, FL 33742], [1-800-283-0785].

SERVICE CONTRACT PURCHASE PRICE/PROVIDER FEE: the price paid by You for the purchase of this Service Contract.

REIMBURSEMENT INSURANCE POLICY: a policy of insurance issued to the Service Contract Provider to provide reimbursement to the Service Contract Provider to pay on behalf of the Service Contract Provider all contractual obligations incurred by the Service Contract Provider under the terms of the Service Contract issued/sold by Issuing Dealer/Service Contract Seller.

SERVICE CONTRACT PURCHASER/HOLDER: the purchaser of this Service Contract as named in the Registration Page and any assigned transferee.

ISSUING DEALER/SERVICE CONTRACT SELLER: the person who sells the Service Contract to the Service Contract Purchaser/Holder.

We, Us, Our or Provider: the **Service Contract Provider**, United Service Protection Corporation, [P.O. Box 20647, St. Petersburg, FL 33742], [1-800-283-0785].

YOU OR YOUR: the **SERVICE/CONTRACT PURCHASER/HOLDER** as named on the Registration Page or YOUR properly designated transferee.

VEHICLE means any vehicle subject to registration under Chapter 46.16 RCW described on the Registration Page that is covered under this Service Contract, regardless of whether or not the vehicle has been previously owned, sold or titled.

The following change is under the **IF YOUR VEHICLE INCURS A BREAKDOWN** provision:

Item 1 is amended by adding the following:

For repairs exceeding three hundred fifty dollars (\$350.00) for which prior authorization cannot be obtained during the Administrator's normal business hours, contact the Administrator on the next business day at [1-800-871-0467].

The following are changes to the **TERMS AND CONDITIONS** section:

Item 2. **VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS** is deleted and replaced with the following: Claims under this Service Contract may be denied if Your Vehicle has not been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

The following are changes to the **GENERAL PROVISIONS** section:

Item 2. **SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT** is amended by adding the following:

Our subrogation rights do not become effective until You have been made whole and fully reimbursed for Your loss.

The **ARBITRATION PROVISION** is deleted and replaced with the following:

BINDING ARBITRATION

Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.

To begin binding 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 Commercial 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, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply.

YOU AND WE AGREE AND UNDERSTAND THAT this arbitration provision means that You and We give up the 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. 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.

Nothing in this 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

The following change is to the **WHAT IS NOT COVERED** provision:

Item 2 is amended by adding the following: **REPAIR WORK PERFORMED WITHOUT THE AUTHORIZATION OF THE ADMINISTRATOR EXCEPT IF AN EMERGENCY OCCURS WHICH REQUIRES A REPAIR TO BE MADE AT A TIME WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND PRIOR AUTHORIZATION CANNOT BE OBTAINED.**

Item 5 is amended by adding the following:

THE LACK OF PROPER MAINTENANCE MUST INVOLVE THE FAILED PART(S).

The following are changes to the **CANCELLATION OF YOUR SERVICE CONTRACT** section:

Items 1-5 are deleted and replaced with the following:

1. You may cancel this Contract any time.
- a. Cancellation requests received within ten (10) days after the Service Contract purchase date will receive a full refund, and no cancellation fee will be applied.
- b. Cancellation requests received after the first ten (10) days and within the first thirty (30) days of the Service Contract purchase date will receive a full refund less a cancellation fee of twenty-five dollars (\$25.00). A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of the return of the Service Contract to Us.
- c. All other cancellations are pro-rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less a twenty-five dollars (\$25.00) cancellation fee.
- d. Return to the Dealer, Administrator, or Provider to complete and sign the cancellation forms, or mail written notice to the Dealer, Administrator, or Provider if You desire to cancel the Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.
- e. You may also contact the insurance company directly for cancellation.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt. If the vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2. We may cancel for any reason within the first sixty (60) days. After sixty (60) days We are fully obligated under the terms of this Service Contract.

Written Notice of cancellation will be delivered to You at the last known address on file with Us for You at least twenty-one (21) days prior to cancellation. The Notice of Cancellation will be sent by certified mail, return receipt requested, and shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any reimbursement due to you will be included.

3. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The **INSURANCE STATEMENT** is deleted and replaced with the following:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida [11222 Quail Roost Drive, Miami, FL 33157]. Policy number DCRI-4643-WA-1-1. You may apply directly to American Bankers Insurance Company of Florida. Please call [1-866-306-6694] for instructions.

WYOMING

The following change is to the **GENERAL PROVISIONS** section:

The **ARBITRATION PROVISION** is deleted in its entirety.

The following are changes to the **CANCELLATION OF YOUR SERVICE CONTRACT** section:

Item 3 is amended by adding the following:

- c. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider. The right to void the service contract provided in this subsection is not transferrable, applies only to the original contract holder, and is allowed only when no claim has been made prior to its return to the Provider.

Item 4 is amended by adding the following:

If We cancel this Service Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the Vehicle or its use, We will mail a written notice to You at least ten (10) days prior to cancellation.

Item 5 is deleted in its entirety.