



# Signature A La Carte

**Contract Number**  
**XXXXXX**

Contact Name		Date Effective	
Address			
City, State, Zip Code			
Dealer Name		Producer Code # Plan Code # "U"	
Dealer Address			
City		State	Zip Code
Tire Description, Size & Make		Front	Rear
Year	Make	Model	Vehicle Identification Number
Lienholder Information			Retail Cost

**Terms of Coverage**     \_\_\_ Mths     24 Mths     36 Mths     48 Mths     60 Mths

**PACKAGES AVAILABLE - Please mark the box & place your initials next to the Package YOU are electing to purchase.**

**PACKAGE 1: ROYAL**

- 24-Hour Roadside Assistance
- Tire & Wheel Protection with Curb & Cosmetic Repair\*
- Windshield Repair
- Paintless Dent Repair
- Key/Remote Replacement

Consumer Price: \$ \_\_\_\_\_

**PACKAGE 2: ULTIMATE**

- 24-Hour Roadside Assistance
- Tire & Wheel Protection with Curb & Cosmetic Repair\*
- Windshield Repair
- Paintless Dent Repair

Consumer Price: \$ \_\_\_\_\_

**PACKAGE 3: RESPONSE**

- 24-Hour Roadside Assistance
- Tire & Wheel Protection\*\*

\*\*EXCLUDES CURB & COSMETIC COVERAGE

Consumer Price: \$ \_\_\_\_\_

**PACKAGE 4: VALUE**

- Windshield Repair
- Paintless Dent Repair
- Key/Remote Replacement

Consumer Price: \$ \_\_\_\_\_

**PACKAGE 5: PDR**

- Paintless Dent Repair

Consumer Price: \$ \_\_\_\_\_

**PACKAGE 6: KEY/REMOTE**

- Key/Remote Replacement

Consumer Price: \$ \_\_\_\_\_

**\* Please Note: Any damage to chrome wheels or wheels with chrome simulation (i.e. Clad) is excluded. Additionally in EXCLUSIONS, item "m" and "n" is not applicable.**

I have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. I further understand that this Agreement is not required in order to purchase or obtain financing on the vehicle and that my acceptance of the coverage under this Agreement is voluntary. **If I have elected to purchase Package 1, 4 or 6, I certify that I have received at least two (2) sets of working keys and remotes at the time of original vehicle delivery.** This contract represents the entire Agreement between the parties. I certify that I have read and understood the terms & conditions described herein, and that no other representations have been made to me that differ from the written provisions.

I ACCEPT THIS AGREEMENT

I REJECT THIS AGREEMENT

Customer Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Dealer/Lender/Lessor Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Obligor: Nation Motor Club, LLC • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327  
Administrator: NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

### 24-HOUR ROADSIDE ASSISTANCE

**Please Note:** This benefit is only available if You have elected to purchase Package 1, 2 or 3.

When arranging for Roadside Assistance, please reference **Your** Producer Code and Contract Number (located on the front of this form). **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow of up to twenty five (25) miles or other covered service listed below. **You** are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through Us are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to twenty five (25) miles at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Emergency Road Service** - Any available road service that is needed to get **Your Vehicle** running (i.e. hose replacement, tightening of cables or belts etc.). **You** are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery** - Including gasoline, water, oil, or any supplies necessary to send **Your Vehicle** on its way. **You** are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** - Includes changing a flat tire with **Your** good spare.
- **Emergency Battery Service** - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services** - We will send a locksmith if **You** are accidentally locked out of **Your Vehicle**. Access to passenger compartment only.

### WINDSHIELD REPAIR PROTECTION

**Please Note:** This benefit is only available if You have elected to purchase Package 1, 2 or 4.

Covers the cost of repairs to the front windshield ONLY of minor chips and cracks caused by propelled rocks or other propelled road debris. There is no coverage for stress cracks, cracks over six (6) inches in length, or any damage wherein it is determined by the repair technician that the damage cannot be repaired. **Weather related damage is NOT covered.**

**Claims 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.

### PAINTLESS DENT REPAIR

**Please Note:** This benefit is only available if You have elected to purchase Package 1, 2, 4 or 5.

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.

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

### TIRE AND WHEEL (RIM) ROAD HAZARD PROTECTION

**Please Note:** This benefit is only available if You have elected to purchase Package 1, 2 or 3.

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. A **Road Hazard** is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris. Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel **Unserviceable** is specifically excluded. (UNLESS **You** have elected to purchase Package 1 or 2.)

- **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 the 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 follow these instructions and obtain proof of loss form online at [www.niuff.com](http://www.niuff.com) or by calling the Administrator on the following business day. 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.**

#### **COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/REPLACEMENT**

***Please Note:*** This benefit is only available if You have elected to purchase Package 1 or 2.

This benefit provides for the repair of Cosmetic Damage and/or the repair/replacement of the Vehicle's tires and/or wheels which, during the term of this Agreement, become damaged due to a Road Hazard or by contact with medians, curbs, parking stops or other hazards or conditions in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered Unserviceable. We will dispatch service to repair Cosmetic Damage to covered wheels. Cosmetic Damage is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel Unserviceable. ***Please Note:*** Any damage to chrome wheels or wheels with chrome simulation (i.e. Clad) is excluded. Additionally, in EXCLUSIONS, item "m" and "n" is not applicable.

**For Curb Impact Repair/Replacement Claims:** Please refer to Claims Procedures in the section entitled, "TIRE AND WHEEL (RIM) ROAD HAZARD PROTECTION."

**For Cosmetic Wheel Repair Claims:** You must call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A service provider will be dispatched to repair Your wheel(s). In the event a technician is not available in Your area, You will be provided with an authorization number and will be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply. ***Please Note:*** Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed and the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.

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

***Please Note:*** This benefit is only available if You have elected to purchase package 1, 4 or 6.

In the event Your Eligible 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. Valet keys, or other keys with limited functionality are excluded. **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:** To obtain key/remote replacement benefits under this Agreement, You must comply with the following conditions: (1) ALL KEY/REMOTE REPLACEMENT CLAIMS MUST BE CALLED IN FOR AUTHORIZATION PRIOR TO REPLACEMENT; (2) All claims must be reported as soon as reasonably possible to the Administrator, NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, FL 33431; 1-888-684-9327, Monday through Friday from 9 a.m. to 8 p.m. eastern time; (3) If You are within a twenty five (25) mile radius of the Selling Dealer, You must return there to have a replacement key/remote cut and programmed. If You are outside of the twenty five (25) mile radius, or if the Selling Dealer is no longer in business, You may go to any Appropriate Franchise Dealer; (4) All non-working keys/remotes must be made available to the dealer for inspection; (5) The Selling Dealer must forward a copy of the original repair order to the Administrator for final payments; (6) The Selling Dealer will be paid once an appropriate repair order is received by the Administrator. You are not responsible for any out of pocket expense other than costs in excess of eight hundred dollars (\$800); (7) If it is necessary for You to go to an Appropriate Franchise Dealer, You must call NIU of Florida, Inc. at 1-888-684-9327, Monday through Friday from 9a.m. - 8p.m. eastern time, for prior approval before replacing the key/remote. You are responsible for paying the Appropriate Franchise Dealer for the replacement key/remote and will be reimbursed by the Administrator up to Your Plan limit upon the Administrator's receipt of all repair orders, sales invoices and/or other relevant or appropriate documentation, as may be requested by NIU of Florida, Inc.; (8) The 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 key(s)/remote(s) itself. Further, the Administrator does not in any way warranty or guaranty, whether express or implied, any replacement key/remote obtained by You and paid for by them. In the event that the key/remote loss occurs after the Administrators regular business hours, or on a weekend, and replacement must be effected, You MUST follow these instructions and obtain a proof of loss form online at [www.niuff.com](http://www.niuff.com) or by calling the Administrator on the following business day. All after-hours instructions must be followed in order to receive reimbursement. If You are within twenty-five (25) miles from the Selling Dealer, You must go to the Selling Dealer for Key/Remote replacement. If You are more than twenty-five (25) miles from the Selling Dealer, or if the Selling Dealer is no longer in business, You may go to any Appropriate Franchise Dealership for Key/Remote replacement. In both cases, You must pay for the replacement Key/Remote and submit documents for reimbursement up to the coverage limit of Your plan. Subsequent to any after-hours replacement, You MUST call NIU of FL, Inc. at 888-684-9327 the following business day to report Your claim. You MUST complete and return a proof of loss form along 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 and finance agreement; and (d) photos of the damaged Key(s) and/or remote(s). **NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED KEYS/REMOTES PRIOR TO DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

## DEFINITIONS

- **Agreement Holder (You, Your)** is defined as the person(s) listed in the registration section of this Agreement.
- **We, Us, Our** means the Obligor.
- **Selling Dealer** means the dealership listed in the registration section of this Agreement.
- **Vehicle** as used throughout this contract means the conveyance listed in the registration section of this Agreement.
- **Commercial Vehicles** are defined as any vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purposes. Travel to and from **Your** regular place of business, and share-the-expense car pools are not considered 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 lost, stolen or destroyed. 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 Key(s)/Remote(s)** 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.

**REGARDLESS OF WHAT BENEFIT/PACKAGE YOU HAVE ELECTED TO PURCHASE, THE FOLLOWING TERMS AND CONDITIONS APPLY:**

## TERMS AND CONDITIONS

- If **You** have elected to purchase Package 1, 4 or 6, **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.
- 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.
- **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 repair or replacement, or any tire replacement that is not pre-authorized, with the exception of claims where the after-hours procedures are followed; (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 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) Any tire and/or wheel repair or replacement resulting from collision with a curb, median or other fixed object on or in the roadway; (n) Any Cosmetic Damage to tires regardless of the cause of damage; (o) Commercial Vehicles; (p) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (q) Any damage related to acts of God or acts of war or terrorism; (r) 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; (s) Edges where it is determined that the manufacturer's bracing does not allow for the PDR process; (t) Repairs to creased metal or any area where the paint is damaged; (u) Repairs to any dent or ding that could in any way affect the Vehicle's paint or finish; (v) Repairs to any dent or ding that would require the replacement of Vehicle's body panels or require sanding, bonding or painting; (w) Weather related damage; (x) Replacement of valet keys, or other keys with limited functionality; (y) Any pre-existing conditions or damage.

## CANCELLATION

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 **Selling Dealer** 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.

## TRANSFER

This Agreement may be transferred by **You** to a subsequent private purchaser of the **Vehicle** for the remainder of the original term (dealers

excluded). This Agreement is not transferable to another vehicle. The right to cancel this Agreement is not transferable. To transfer this Agreement to another owner, You must submit the following, to the Administrator, within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, and Your authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for forty dollars (\$40) payable to the Administrator for the transfer fee.

#### **ARBITRATION**

In the event that You and the Administrator fail to agree to the amount of a covered loss, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on basis involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between You and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of Your residence. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

#### **OBLIGOR**

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

#### **OBLIGOR - IN CALIFORNIA**

Nation Motor Club, LLC. dba NSD Insurance Marketing • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327  
Service Contract License #0F82045

#### **OBLIGOR - IN FLORIDA**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327 • License # 01238

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

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

#### **OBLIGOR - IN MASSACHUSETTS**

The selling Dealership identified in the registration section of this Agreement

#### **OBLIGOR - IN OKLAHOMA**

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327 • Service Warranty License #862215

#### **ADMINISTRATOR**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

#### **STATE PROVISIONS**

If a covered service is not provided to You by the Administrator 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 Administrator 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 may vary from state to state. The following state specific requirements apply if Your Agreement was purchased in 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 Selling Dealer or the Administrator. The Administrator of this Agreement shall mail a written notice to You at the last know 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 Selling Dealer 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 or 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.**

**The ARBITRATION section of this Agreement is not Applicable.**

#### **ARIZONA**

**The CANCELLATION 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 **Selling Dealer** or the Administrator. If this Agreement is cancelled within sixty (60) days from the Effective Date, **You** will be refunded one hundred percent (100%) of the premium paid. If this Agreement is cancelled after the first sixty (60) days, **You** will be refunded on a prorated basis less a cancellation fee of thirty dollars (\$30). The refund will be payable to **You** or the Lienholder, where applicable. After the Agreement has been in effect for sixty (60) days or more, it may not be cancellable 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 the Agreement; or (2) For nonpayment of premium by **You**. If cancelled by the Administrator, they shall provide **You** notice of cancellation by certified mail. The Administrator will refund **You** on a prorated basis. The pro-rata 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 purchase price. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.

**The ARBITRATION section of this Agreement is replaced in its entirety by the following:** In the event that **You** and the Administrator fail to agree to the amount of a covered service, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between **You** and the Administrator alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of **Your** residence. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Protection. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I., toll free phone number 800-325-2548.

**This contract cannot be cancelled or voided by Us or Our representatives for 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

#### **CALIFORNIA**

The Effective Date of this Agreement is the same as the Agreement's execution date.

The definition of **Selling Dealer** is deleted. **Provider** is defined as the dealership listed in the registration section of this Agreement.

**The first paragraph under the OPTIONAL KEY/REMOTE REPLACEMENT benefit section is deleted and replaced in its entirety by the following:** In the event **Your** key/remote is lost, stolen or inoperable, 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 INOPERABLE MUST BE DEPROGRAMMED BY THE DEALER PRIOR TO REPLACEMENT.**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is cancelled AND returned to the **Provider** within the first sixty (60) days for a new car and thirty (30) days for a used car after **Your** receipt of a copy of the contract AND no claim has been made, the amount refunded to **You** will be one hundred percent (100%) of the full purchase price of the contract. A cancellation fee shall not apply. If a claim has been made, the amount of the refund will be prorated based on the number of days remaining on the contract term. If cancellation is after sixty (60) days for a new car and thirty (30) days for a used car, of the Agreement date of **Your** receipt of the Agreement sale, the amount of the refund will be prorated based on the number of days remaining on the contract term. 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. The Administrator may at any time cancel the Agreement for nonpayment by **You**. If cancelled due to nonpayment a notice of cancellation will be mailed to **You** at the last known address. The Agreement will cease to be valid no less than five (5) days after the postmark date of the cancellation notice and any refund due will be paid within thirty (30) days of the date of cancellation. The notice of cancellation will state the specific grounds for the cancellation. The Administrator may also cancel this Agreement at any time for material misrepresentation or fraud by **You**. The notice of cancellation will state the specific nature of the misrepresentation and will be mailed to **You** at the last known address. A pro rata refund of the purchase price stated on the contract will be paid within thirty (30) days of the date of cancellation. If the Administrator cancels the Agreement for nonpayment, material misrepresentation or fraud and a claim has been paid, or if the Administrator has advised **You** in writing that a claim will be paid,

the Administrator will provide a prorata refund, less the amount of any claims paid prior to cancellation.

Performance to **You** under this Agreement is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after **Your** request. The name and address of the insurance company is: Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038. If **You** are not satisfied with the insurance companies response, **You** may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

**The ARBITRATION section of this Agreement is not applicable.**

#### **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 **Selling Dealer** 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 ARBITRATION section of this Agreement is replaced in its entirety by the following:** 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.

#### **FLORIDA**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If this Agreement is cancelled by **You** within sixty (60) 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 sixty (60) 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 Administrator. We may not cancel this Agreement after the first sixty (60) days unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Agreement; 2) For nonpayment of premium by **You**, in which case, **We** shall provide **You** with notice of cancellation by certified mail to the last known address; and 3) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer. The refund will be calculated on a prorated basis less the amount of any claims paid or payable. 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. **In the event You do not receive Your cancellation refund from the dealership or sales agent after the forty sixth (46th) day of Your request, please contact NIU of Florida, Inc. by calling (888) 684-9327.** **The Agreement Holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses. The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance.**

**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 Agreement is insured for its liability under a Service Contract Reimbursement Insurance Policy issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

**The ARBITRATION section of this Agreement is not applicable.**

**The Windshield Repair section is deleted as the benefit is not applicable.**

#### **GEORGIA**

**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 **Selling Dealer** 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.**

**The ARBITRATION section of this Agreement is not applicable.**

#### HAWAII

**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 **Selling Dealer** 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 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.

**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 **Selling Dealer** or the Administrator.

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

#### ILLINOIS

**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 of the Agreement. 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 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 **Selling Dealer** or the Administrator.

**The ARBITRATION section of this Agreement is not applicable.**

#### INDIANA

**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.

**The ARBITRATION section of this Agreement is not applicable.**

#### 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 **Selling Dealer**. 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 Selling Dealer. 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 **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 **Selling Dealer** 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; The ARBITRATION section of this Agreement is not applicable.**

#### 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 **Selling Dealer** 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 **Selling Dealer** 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 **Selling Dealer** 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.

### MASSACHUSETTS

**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 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 **Selling Dealer** 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. 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. Prior notice is not required if the reason for cancellation is due to nonpayment of the provider, material misrepresentation or a substantial breach of duties by **You** relating to the covered product or its use. 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 ARBITRATION section of this Agreement is not applicable.**

### 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, 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 be refunded one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid. If **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid. The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. 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 Agreement to the provider. The Agreement may be cancelled by the Administrator only in instances of nonpayment of the provider fee, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the covered product and or its use. In the event of cancellation by the Administrator for a reason other than the nonpayment of the provider fee, the Administrator shall refund to **You** one hundred percent (100%) of the unearned pro rata purchase price of the Agreement less the amount of any claims paid.

In the event of dispute with the **Selling Dealer** 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.

**The ARBITRATION section of this Agreement is not applicable.**

### MISSOURI

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, the **Selling Dealer** 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 (30) days, the **Selling Dealer** will refund to or credit the account of the **Agreement Holder** one hundred percent (100%) of the unearned pro rata provider fee less a fifty dollar (\$50) cancellation fee and 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.

### MONTANA

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** 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.**

#### NEBRASKA

**The ARBITRATION section of this Agreement is not applicable.**

#### 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 **Selling Dealer** 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.**

**The ARBITRATION section of this Agreement is not applicable.**

#### 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.

**The ARBITRATION section of this Agreement is not applicable.**

#### NEW JERSEY

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** To initiate the cancellation process, **You** must contact the **Selling Dealer** 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 **Selling Dealer** 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 service contract is insured by Wesco Insurance Company. If the service contract provider fails to pay **You** or otherwise provide **You** with the covered service within sixty (60) days of **Your** submission of a valid claim, **You** may submit **Your** claim to Wesco Insurance Company 866-505-4048, WescoHelp@amtrustgroup.com, or 59 Maiden Lane, 43rd Floor, New York, NY 10038. If **You** have any concerns regarding the handling of **your** claim, **You** may contact the Office of Superintendent of Insurance at 855-427-5674.

**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 YORK

**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 twenty five dollar (\$25) cancellation fee and less 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 thirty (30) 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 Selling Dealer or the Administrator. The Administrator may cancel this service contract at any time 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) material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) a substantial breach of duties by **You** relating to the covered property or its use.

**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.**

#### 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 Selling Dealer 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 **Your** automobile physical damage insurance policy.

#### OKLAHOMA

**The CANCELLATION 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 **Selling Dealer** 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.**

#### OREGON

**The WINDSHIELD REPAIR PROTECTION** section, the 3rd sentence in the 1st paragraph is deleted and replaced with the following:

**Please Note: Weather related damage is NOT covered. Rocks or sand placed on the roadway for traction purposes is not considered to be weather related damage.**

In the **KEY/REMOTE REPLACEMENT** and **DEFINITIONS** sections, any reference to the key/remote being "lost", "stolen" or "destroyed" is deleted and replaced with "loss, stolen and inoperable."

In the **EXCLUSIONS** section, bullet point (j) is deleted and replaced with the following: **(j) Any repair or replacement that is not pre-authorized. Exception is made for Tire & Wheel and Key/Remote Replacement claims wherein the after-hours procedures are followed.**

In the **EXCLUSIONS** section, bullet point (l) is deleted and replaced with the following: **(w) Weather related damage. Please Note: Rocks or sand placed on the roadway for traction purposes is not considered to be weather related damage.**

**The ARBITRATION section of this Agreement is not applicable.**

#### SOUTH 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 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 **Selling Dealer** 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 Selling Dealer 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 **Selling Dealer** or the Administrator. If the Agreement is cancelled within thirty (30) days from the Effective Date and no claim has been made, the Agreement Holder 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 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, (888) 684-9327, 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.**

### UTAH

**The 24-HOUR ROADSIDE ASSISTANCE benefit is provided by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431 (888) 684-9327.**

**The first paragraph in the KEY/REMOTE REPLACEMENT section, any reference to the key/remote being "lost, stolen or destroyed" is deleted and replaced with "lost, stolen or inoperable."**

**In the section titled EXCLUSIONS, item (j) is deleted and replaced with the following: j) Any repair or replacement that is not pre-authorized with the exception of emergency repairs;**

**The CANCELLATION section of this Agreement is replaced in its entirety by the following:** If **You** cancel this Agreement within the first thirty (30) days of the Effective Date, and no claim has been made, **You** will receive a full refund of the total Agreement purchase price, less a cancellation fee in the amount of fifty dollars (\$50). If **You** cancel this Agreement within the first thirty (30) days of the Effective Date, and a claim has been made, **You** will receive a full refund of the total Agreement purchase price less a cancellation fee in the amount of fifty dollars (\$50) and less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the Administrator shall refund the purchase price for this Agreement on a prorated basis less a cancellation fee in the amount of fifty dollars (\$50) and less the amount of any claims paid or payable. The Administrator may only cancel this Agreement under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the Administrator should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; (3) Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage. If this Agreement is cancelled due to non-payment, the Administrator will mail written notice of cancellation to **You** and will cancel **Your** Agreement no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Agreement is cancelled for any of the reasons listed above, The Administrator will mail written notice of cancellation to **You** and will cancel **Your** Agreement no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If a Lienholder or Administrator cancels this Agreement at any time, **You** will be entitled to a prorated refund of the Agreement purchase price less a cancellation fee of fifty dollars (\$50). In general, if Administrator cancels this Agreement within the first sixty (60) days after the Agreement purchase date or if the Administrator cancels this Agreement because **You** have defaulted in **Your** obligation to repay the amount financed by the Lienholder, Administrator will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date. **This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the Agreement Holder, if the Agreement Holder shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.**

**The ARBITRATION section of this Agreement is replaced in its entirety by the following:** Any matter in dispute between **You** and the provider may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association (AAA) (or other recognized arbitrator), a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both **You** and the provider. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court or proper jurisdiction.

Should the provider fail to pay or provide service on any claim within sixty (60) days 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.

#### VERMONT

**The ARBITRATION section of this Agreement is not applicable.**

#### 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 **Selling Dealer** 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-NIU- VSC-WA-060114 issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

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

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

#### 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 **Selling Dealer** 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. The ARBITRATION section of this Agreement is not applicable.**

#### 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 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 the Agreement Holder to the Administrator or a substantial breach of duties by the Agreement Holder 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 ARBITRATION section of this Agreement is not applicable.**

**The Key/Remote Replacement benefit is not available.**

**In the following states, only this form can be used:** AL, AK, AZ, AR, CA, CO, CT, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MS, MN, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, SC, TN, TX, UT, VA, VT, WA, WI & WY

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