



CONTRACT NUMBER

# ELEMENT+ VEHICLE SERVICE CONTRACT

## PURCHASER INFORMATION

|                |                                |
|----------------|--------------------------------|
| PURCHASER NAME | AREA CODE AND TELEPHONE NUMBER |
| STREET ADDRESS | CITY, STATE, AND ZIP CODE      |

## VEHICLE INFORMATION

|                                     |   |
|-------------------------------------|---|
| VEHICLE IDENTIFICATION NUMBER (VIN) | VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE |
| YEAR, MAKE, AND MODEL               | RATE CLASS  |

## SELLING COMPANY AND FINANCE COMPANY INFORMATION

|                      |                         |                                  |
|----------------------|-------------------------|----------------------------------|
| SELLING COMPANY NAME | SELLING COMPANY ADDRESS | SELLING COMPANY TELEPHONE NUMBER |
| FINANCE COMPANY      | FINANCE COMPANY ADDRESS |                                  |

## OBLIGOR

**Obligor in Certain States.** The following entities will serve as the **OBLIGOR** of the Service Agreements in the following states. **MATRIX FINANCIAL SERVICES, LLC** in the following states: AL, AK, AR, CO, CT, DE, GA, HI, ID, IL, IN, IA, KS, KY, MA, ME, MD, MI, MN, MS, MT, NE, NH, NV, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV, WY, WI; **MATRIX FINANCIAL SERVICES, LLC d/b/a MATRIX CAPITAL SERVICES, LLC** in the following states: AZ, MO, OK; **MATRIX CAPITAL SERVICES, LLC OF DELAWARE** in the following state: LA; **MFS OF FLORIDA INC.** in the following state: FL.

The Obligor address, for all entities listed above is 3100 McKinnon St., Suite 420, Dallas, TX 75201, 833-228-1900. The Obligor's performance under this Contract is insured by an insurance policy issued by Plateau Casualty Insurance Company 2701 N. Main St. Crossville, TN 38555 800-398-3632. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Plateau Casualty Insurance Company at the address listed above.

## CONTRACT INFORMATION

|          |                               |             |            |                    |                              |
|----------|-------------------------------|-------------|------------|--------------------|------------------------------|
| COVERAGE | DEDUCTIBLE PER VISIT<br>\$100 | TERM MONTHS | TERM MILES | EXPIRATION DATE    | EXPIRATION MILEAGE           |
|          |                               |             |            | CONTRACT SALE DATE | SERVICE CONTRACT PRICE<br>\$ |

## AGREEMENT PERIOD

Terms for coverage are measured from the Contract sale date and the Vehicle odometer mileage reading at the time of sale. **THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH AND 1,000 MILES.** During this waiting period, only the benefits listed under "TOWING BENEFIT/ROADSIDE SERVICE" will apply. Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This Contract begins on the Contract sale date and expires on the mileage or expiration date listed above, whichever occurs first. This Contract is non-renewable.

## ADDITIONAL BENEFITS

**RENTAL CAR REIMBURSEMENT:** If Your Vehicle sustains a Failure or Tire Failure resulting in a Covered Repair, then You may qualify for rental car reimbursement for up to \$30 per day, with a 5 day maximum, not to exceed \$150 per occurrence. The VEHICLE must be retained overnight at the REPAIR FACILITY in order to qualify for rental coverage. Rental coverage is contingent on the labor time required to replace/repair Covered Components authorized by the Administrator. The Administrator will use factory labor times or industry recognized flat-rate manuals to determine the required repair time. However, this time excludes the downtime waiting for parts or other delays beyond the control of the Licensed Repair Facility or the Administrator. The labor time necessary for rental reimbursement is as follows: 1 to 8 hours = 1 day; 8.1 to 16 hours = 2 days; 16.1 to 24 hours = 3 days; etc. Your rental car benefits will not continue beyond the day the repairs are completed and You are notified of completion. All vehicles must be rented from a licensed auto rental facility.

**TRIP INTERRUPTION:** If You are more than 100 miles from Your home and Your Vehicle is in need of Emergency Repairs, then You may qualify for Trip Interruption benefits that include lodging and meal reimbursement for up to \$75 per day, with a 3 day maximum, not to exceed \$225 per occurrence. This benefit applies when a Licensed Repair Facility must keep Your Vehicle overnight to repair Your Vehicle, but it does not extend beyond the day the repairs are completed. For lodging and meal reimbursement, please save all receipts and contact the Administrator for instructions. Receipts must be legible and verifiable. Handwritten receipts will not be accepted. The Trip Interruption benefit is only available where allowed by law.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.  
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

**TOWING BENEFIT/ROADSIDE SERVICE:** In the event Your Vehicle is disabled, Roadside Services will dispatch a service vehicle to Your location to assist You. In the event You inoperable, Roadside Services will arrange to have Your Vehicle transported, once per claim, to the nearest Licensed Repair Facility for a maximum of \$100 per occurrence.

To obtain service for Towing/Roadside Assistance, You may contact 1-800-257-2205 or Matrix Warranty Solutions at 1-833-228-1900.

Coverage: You are entitled to one (1) service per claim governed by one (1) paid service within 72-hours. Services available to You for a maximum of \$100 per occurrence are tow roadside assistance services for the following: a battery jumpstart; flat tire change; fuel delivery (You are responsible for the actual cost of the delivered materials); lockout (access compartment only).

Reimbursement: This is not a reimbursement service.

Service Provider Network: All roadside assistance services and benefits are administered by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club, located at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126.

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THIS CONTRACT IS NOT AN INSURANCE POLICY; IT IS A SERVICE CONTRACT BETWEEN YOU AND THE ADMINISTRATOR OBLIGOR. ANY CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS CONTRACT IS INVALID AND OF NO FORCE OR EFFECT. IF ANY INFORMATION ON THIS CONTRACT IS IN ERROR, CONTACT THE SELLING COMPANY OR ADMINISTRATOR IMMEDIATELY. PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE A VEHICLE OR TO OBTAIN VEHICLE FINANCING.

## A. MAINTENANCE AND RECORDS

To obtain the benefits provided by this **Service Contract**, **You** are required to provide maintenance to **Covered Components** at a **Licensed Repair Facility** in accordance with what is recommended by the manufacturer of **Your Vehicle**. Proper documentation and verifiable receipts, from the original purchase date of your vehicle, for all maintenance and repairs may be required in the event of a claim. Receipts must reflect proper **Vehicle** documentation (i.e. year, make, and model), complete **Vehicle** Identification Number, and the current mileage of the **Vehicle**. Handwritten receipts will not be accepted. Failure to provide proof of required maintenance may result in denial of coverage. The minimum requirement on oil and filter changes is every six (6) months or 5,000 miles, whichever comes first if the manufacturer has an indicator-based schedule, and **You** must follow the maintenance schedules in accordance with **Your Vehicle's** manufacturer recommendations. In addition, **YOU** must maintain all other covered components (transmission flushes, lubrication, software updates and reprogramming, timing belt/chain, filters, etc.) Severe maintenance schedule may need to be followed if conditions apply as outlined in the **VEHICLE** owner's manual.

## B. WHAT IS COVERED

Only those items listed under the "Powertrain Plus" and "Tire Coverage" heading in this section are covered, subject to the terms and conditions of this **Contract**, and in accordance with the coverage, options, and surcharges indicated on the first page of this **Contract**.

### Powertrain Plus Coverage

**Covered Components** are categorized by related vehicle systems. If a **Covered Component Fails** during the term of this **Contract**, the **Administrator** will pay for the repair or replacement of the **Covered Component**, subject to the terms and conditions herein.

**ENGINE COMPONENTS:** Cylinder Block and Cylinder Heads (only if damaged by internally lubricated parts); all internal **Lubricated Parts** of the Engine; Harmonic Balancer; Timing Gear; Timing Chain; Timing Belt and Water Pump. All internally lubricated parts of the Original Equipment Manufacturer (OEM) parts of the turbo/twin turbo/supercharger. The turbo/twin turbo/supercharger case is not covered.

**TRANSMISSION COMPONENTS:** Transmission Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transmission; Torque Converter; Flywheel/Flex Plate and Vacuum Modulator.

**TRANSFER CASE COMPONENTS:** Transfer Case (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Transfer Case.

**DRIVE AXLE COMPONENTS:** Drive Axle Housing (only if damaged by internally lubricated parts) and all internal **Lubricated Parts** of the Drive Axle; Drive Shafts; Universal Joints; Constant Velocity Joints; Locking Hubs.

**AC/HEATING COMPONENTS (OEM or DEALER INSTALLED ONLY):** Condenser; Compressor; Compressor Clutch; Evaporator.

**ELECTRICAL COMPONENTS:** Alternator/Generator, A/C Blower Motor, Starter Motor; Starter Solenoid; Starter Drive.

**SEALS AND GASKETS:** If you selected and paid the Seals and Gaskets surcharge as indicated on the first page of this **Contract** and **Your Vehicle** has less than 125,000 miles at the time this **Contract** is sold, leaking seals and gaskets on any **Covered Components** listed above will be covered, subject to the terms and conditions herein. Minor loss of fluid or seepage is considered normal and is not considered a **Mechanical Breakdown**.

**HYBRID COMPONENTS:** Hybrid Transaxle, Electronic Transmission, Inverter, Generator(s), and Electronic Display Monitor.

### Tire Coverage

Coverage afforded under this **Service Contract** applies ONLY to the D.O.T. approved and manufacturer-specified tires on **Your Vehicle** at the time of delivery. In the event of a **Covered Tire Repair**, any D.O.T. approved or manufacturer-specified replacement will also be covered for the remainder of **Your** term. In the event of a **Covered Tire Repair**, the following stipulations apply:

1. **Tire Repairs:** The **Administrator** will reimburse **You** up to \$20 (per tire per single visit) of the **Cost** to repair **Your** tire.
2. **Tire Replacement:** The **Administrator** will reimburse **You** up to one hundred dollars (\$100.00) toward the **Cost** for each tire replacement per single visit, up to a maximum aggregate per **Contract** term of four hundred dollars (\$400.00). **You** must have more than 3/32" tread depth remaining to be eligible for reimbursement.

## C. LIMITS OF LIABILITY

**Our** limit of liability for tire replacements will not exceed an aggregate amount of \$400.00 for the term of this **Contract**. For all other repairs or replacements, **Our** liability per repair visit, under any circumstances, will not exceed the NADA "clean trade-in" value of the **Vehicle** immediately prior to **Breakdown**. The total of all benefits paid or payable under this **Contract** will not exceed the price paid for the **Vehicle** (excluding tax, title and license fees) by the original purchaser of this **Service Contract**. A copy of the **Vehicle** Bill of Sale may be requested for verification. **Our** liability for incidental and consequential damages including, but not limited to personal injury, physical damage, property damage, loss of **Vehicle** use, loss of time, inconvenience and commercial loss resulting from the operation, repair, maintenance, or use of this **Vehicle** is expressly excluded.

## D. WHAT IS NOT COVERED

In accordance with the coverage indicated on the front page of this **Service Contract**, any part not specifically listed under the "WHAT IS COVERED" section is not covered. In addition, this **Service Contract** does not cover the items under the "Powertrain Plus" and "Tire" headings listed in this section

### Powertrain Plus

1. Any repair that has not received prior authorization from the **Administrator**. This exclusion does not apply to Emergency Repairs.
2. The repair or replacement of any motor vehicle component that was not properly operating in accordance with manufacturer's specifications at the time this **Service Contract** was sold (i.e. pre-existing conditions).
3. Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, fire, or gray market) or has been deemed a total loss by an insurance entity.
4. Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer. Any **Vehicle** that has had the manufacturer's warranty revoked, voided, or cancelled; or any **Vehicle** that never came with a manufacturer's warranty.
5. The repair, modification, or replacement of any component that has not Failed, as defined by this **Contract**.
6. The repair, retrofit, or replacement of any component required for compliance by any local, state, or federal law or legislation.
7. The gradual reduction in component performance through normal or excessive usage. The repair or replacement of engine valves, valve guides, valve seals, and/or piston rings is not covered if the purpose of such repair(s) is simply to raise the compression of the engine, increase performance, or to reach acceptable oil consumption/burning.
8. If any alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift/lowering kits, the use of oversized tires or any tire that is not recommended by the original manufacturer or it creates an odometer/speedometer variance of greater than 4%, trailer hitches. Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.
9. Any **Mechanical Breakdown** covered by an insurance entity or any component with a warranty or "repairer's guarantee" through a repair facility or when the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of manufacturer's or repairer's ability to

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pay for such repairs). Further, Coverage under this Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins. Additionally, if an insurance entity, the manufacturer, or Licensed Repair Facility notifies You that they will monetarily participate in a repair that has been authorized and paid by Us, then We will exercise Our right to recover the respective amount.

10. Any Vehicle with an odometer that has been tampered with, altered, disconnected, or not maintained in working order. You may be required to provide an odometer statement at the time of sale of this Service Contract.
11. Any Mechanical Breakdown or Failure caused by (a) normal or excessive wear and tear; (b) Your failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE.
12. Cosmetic damage or cosmetic related repairs (e.g. scratches, nicks, dents, or tears).
13. Body components or repairs related to the body of the Vehicle (e.g. bumpers, lenses, glass, paint, convertible or vinyl tops, sheet metal, outside ornamentation, frame or structural body parts, air or water leaks, wind noise, weather strips, squeaks or rattles, trim, upholstery, carpet, or mats).
14. Navigational systems, unless You selected and paid for the Luxury Electronics Package option at the time this Service Contract was sold, in which case only the factory-installed navigational system on Your Vehicle will be covered.
15. The following, unless required in conjunction with a Covered Repair: upgrades, adjustments, alignments, oil, fluids, greases, lubricants, or refrigerant.
16. Maintenance services and parts described in the manufacturer's maintenance schedule for Your Vehicle. NOTE: During the term of this Service Contract, it may become necessary to (a) replace spark/glow plugs and wires, emission control valves, timing belts, drive belts, distributor caps and rotors, and filters; (b) adjust belts, ignition, transmission bands, or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; and (d) maintain or replace items not specifically covered under this Service Contract. These aforementioned services and replacements are required because of normal wear and usage—they are Your responsibility. Costs for these services and parts are not covered by this Service Contract. If You purchased the Emissions Package, items listed under the "Emissions Package" in the Optional Coverage section will be covered.
17. Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a Covered Repair), hazardous waste charges, diagnosis time (where a Covered Mechanical Breakdown has not occurred), freight charges, or storage charges.
18. Vehicles used for commercial towing, dump or refuse collection, hauling or towing loads weighing in excess of vehicle manufacturer's specifications, taxi, livery, shuttle, rental, construction, racing or competitive driving, emergency services, or Vehicles equipped with a snow plow.
19. Business Use Vehicles including UBER and LYFT, unless the Business Use surcharge is selected and paid at the time this Contract is sold.
20. Vehicles operated by more than one person or vehicles using multiple drivers over a period of time due to shift work.
21. The repair or replacement of the following: (a) batteries and battery cables, including batteries and battery cables for Hybrid vehicles; (b) exhaust system components and catalytic converters; (c) shock absorbers; (d) fasteners, nuts, bolts, clips, screws; (e) fuses and bulbs; (f) safety restraint systems (including air bags); (g) brake linings, rotors, and drums; (h) sealed beams and LED or HID lamps; headlamp and taillamp assemblies; (i) wiper blades, hoses, molded rubber, and rubber-like items; (j) clutch disc and linings, clutch pressure plate, clutch throw-out bearings, pilot bearings; (k) bent shift forks, stretched timing chains; and (l) cellular phones.
22. Any losses resulting from delays, labor strikes, loss of time, inconvenience, or other causes beyond the control of the Administrator or Licensed Repair Facility.
23. The repair or replacement of any Covered Component that has been damaged by a non-Covered Component or from an improper repair.
24. The repair or replacement of any non-Covered Component damaged as a result of the Failure of a Covered Component.
25. Vehicles registered or needing repairs or replacements outside of the contiguous United States, Alaska, or Hawaii.
26. Convertible top assemblies; television/VCR/DVD players; game centers; cumulative repair or replacement costs during the term of this Contract; audio/video equipment and audio/video accessories; all touch screen and/or voice activated accessories, including related display screens and heads up displays on windshields; electronic transmitting/receiving devices; voice recognition systems; remote control consoles; security systems; and radar detection devices. If You purchased the Luxury Electronics Package, items listed under the "Luxury Electronics Package" in the Optional Coverage section will be covered.
27. Any component or part of a component that enables a Vehicle to be propelled by any source of power other than gasoline, diesel fuel, or E85 ethanol. In addition, components belonging solely to any of the following (unless otherwise stated in this document): Hybrid Vehicles, Plug-in Hybrid Vehicles, Electric Vehicles, Extended-Range Electric Vehicles, or Hydrogen-Powered Vehicles. The Hybrid Battery is not covered in any instance.
28. All emission components.
29. All Nissan CVT Transmissions regardless of model or year of manufacture.

#### E. Tire

Stipulations noted under the "Exclusionary" heading in this section, "WHAT IS NOT COVERED," also apply to Your Vehicle's tires. In addition, the following tire-specific exclusions apply:

1. Destruction or damage to a tire due to off-road Vehicle use, construction site use, or an impact with an engineered obstruction in the highway or roadway (including, but not limited to curbs).
2. Any repair or replacement due to dry-rot, cracking, or peeling of tread.
3. Tires that prematurely fail because of overloading, improper loading, or improper inflation.
4. Used, retread, or remanufactured tires.
5. Tires that are not D.O.T. certified or that do not meet the specifications prescribed by the manufacturer of the Vehicle listed in this Service Contract.
6. Any Tire Failure occurring when any portion of the tread depth on the failed tire is 3/32 of an inch or less.
7. Tires transferred from another vehicle.

#### F. WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN OR A TIRE FAILURE

1. Take immediate action to prevent further damage to Your Vehicle. Any damage resulting from continued operation of an impaired Vehicle will constitute failure to protect Your Vehicle and will not be covered under this Service Contract.
2. You may deliver Your Vehicle to the Licensed Repair Facility of Your choice. However, authorization must be obtained from the Administrator prior to any repair.
3. Present this Contract to the Licensed Repair Facility. The Administrator may also require You to provide the Licensed Repair Facility with proof of all relevant maintenance as expressed under "MAINTENANCE AND RECORDS".
4. Ensure that the Licensed Repair Facility contacts the Claims Department for instructions prior to any repairs. The Claims Department can be reached at 1-833-228-1900 from 8:00 A.M. – 12:00 P.M. and 1:00 P.M. – 6:00 P.M. (CST) Monday – Friday. AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.
5. If Emergency Repairs are required, deliver Your Vehicle to a Licensed Repair Facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, report the repairs to the Administrator at 1-833-228-1900. The Administrator will determine the reimbursement eligibility in accordance with the terms and conditions of this Service Contract.
6. In all instances, if Your repair is a Covered Repair or Covered Tire Repair, then You are required to pay the Licensed Repair Facility the deductible amount reflected on the first page of this Contract. In addition, You are also required to pay for anything not authorized by the Administrator.
7. The amount authorized by the Administrator is the maximum amount that will be paid for any repairs covered under the terms of this Contract. Any additional amount must receive prior approval from the Administrator. Should a claim arise before this Contract is paid in full, the balance owed will be deducted from the claim payment.

#### G. WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.**

**PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

The **Administrator** will determine the extent of coverage, subject to the terms and conditions of this **Contract**. To that end, the **Administrator** will verify the **Failure** or **Tire Failure** with the **Licensed Repair Facility**, verify coverage, determine the **Cost** of the **Covered Repair** or **Covered Tire Repair** subject to the terms, conditions, and limitations of this **Contract**, and authorize the claim. The claim is not approved unless authorization numbers are given to the **Licensed Repair Facility**.

**NOTE:** (1) At the sole discretion of the **Administrator**, **Failed parts** or **Failed Tires** may be replaced with new parts or tires, remanufactured parts or tires, or used parts or tires of like kind and quality.

(2) **We** reserve the right to inspect **Your Vehicle** to verify **Failure(s)** or **Tire Failure(s)**. In addition, if a dispute arises between the **Licensed Repair Facility** and **Us**, **We** reserve the right to relocate **Your Vehicle** to a **Licensed Repair Facility** of **Our** choice. In the event the **Administrator** determines that a repair in question is not a **Covered Repair** or a **Covered Tire Repair**, then **You** are responsible for any cost incurred.

## H. STATE SALES TAX

The payment of sales tax on **Covered Repairs** or **Covered Tire Repairs** will be made in accordance with the regulations of the Taxing Authority in the state where **Your Vehicle** has been repaired.

## I. DEFINITIONS

- **ADMINISTRATOR:** Matrix Warranty Solutions, Inc. 3100 McKinnon St., Suite 420, Dallas, TX 75201. 1-833-228-1900.
- **BUSINESS USE: Vehicles** used primarily for profit, such as repair work, route work, service work, and delivery. **Vehicles** used for farm work or oil field work are included under this definition and are eligible for coverage if their primary use is transportation and not off-road work. Other examples include, but are not limited to floral delivery, cable TV repair, plumbing, vending machine services, catering, medical supply delivery, home repairs, and realty services.
- **COST:** The customary and reasonable charges for the parts and labor necessary to repair or replace **Covered Components** or **Covered Tires**. **Cost** will not exceed the manufacturer's suggested retail (list) price for parts and labor will be verified by the standard version of the following nationally recognized labor guide: Alldata. The labor rate must be authorized by the **Vehicle** manufacturer for franchised dealers and cannot exceed the average retail rate charged by similar repair facilities in the same area. All charges are subject to the limits of liability, the terms and conditions of this **Service Contract**, and the **Administrator's** approval.
- **COVERED BREAKDOWN** or **COVERED MECHANICAL BREAKDOWN:** A **Breakdown** that is covered by this **Contract**.
- **COVERED PART(S)** and **COVERED COMPONENT(S):** Any part of the **Vehicle** listed herein as a **Covered Part/Component** and not excluded from coverage by this **Service Contract**.
- **COVERED REPAIR:** A repair to a **Covered Part/Component** that is authorized by the **Administrator**.
- **COVERED TIRE:** A tire that conforms to **Vehicle** manufacturer's specifications and was D.O.T. approved at the time of sale, or any equivalent replacement tire on the **Vehicle** when it was delivered.
- **COVERED TIRE REPAIR:** A repair to a **Covered Tire** that is authorized by the **Administrator** as defined under **Tire Failure** or **Failed Tire(s)**.
- **EMERGENCY REPAIRS:** Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive.
- **FINANCE COMPANY:** Any financial institution providing financing for the purchase of this **Service Contract**.
- **LICENSED REPAIR FACILITY:** Any automotive repair facility that has been licensed to perform automotive repairs by the state in which it operates.
- **LUBRICATED PART:** A part that requires lubrication to function correctly.
- **MECHANICAL BREAKDOWN, BREAKDOWN, FAILURE, FAILS, or FAILED:** The inability of any **Covered Component(s)** that has received proper maintenance, as prescribed by this **Service Contract**, to function in the manner for which it was designed. This inability must be the result of defective material or faulty workmanship, not due to the gradual reduction in component performance through normal or excessive usage. In addition, a **Failed** part must be outside the allowable tolerances prescribed by the manufacturer to be deemed a **Failure**. This is distinguished from **Tire Failure**, as defined in this section.
- **ROAD HAZARD:** Potholes or debris on the surface of a road (such as nails, glass, rocks, or tree limbs) which may cause damage to your **Covered Tire**.
- **SELLING COMPANY:** The entity identified on the first page of this **Contract** from whom **You** purchased this **Service Contract**.
- **SERVICE CONTRACT** or **CONTRACT:** This document in its entirety, which explains the coverage and limitations afforded to **You**.
- **TIRE FAILURE** or **FAILED TIRE(S):** The inability of any tire to function in the manner for which it was designed, either due to contact with a **Road Hazard**, a defect in materials, or faulty workmanship. This inability to function is not due to misuse or abuse, and specifically excludes normal and excessive wear and tear.
- **VEHICLE:** The **Vehicle** identified on the first page of this **Contract**.
- **WE, US, OUR:** Matrix Financial Services LLC., 3100 McKinnon St., Suite 420, Dallas, TX 75201, 1-833-228-1900. .
- **YOU, YOUR, CONTRACT HOLDER, MY, and I:** The person(s) whose name is listed as the purchaser(s) of this **Service Contract**.

## J. CANCELLATION AND RENEWAL

We agree to pay on behalf of the Selling Company, the unearned refund based on consideration received from the Selling Company. The Selling Company agrees to pay the unearned portion of the commission originated from the sale of this Service Contract. Neither the Selling Company's Administrator, claims service, nor the Selling Company's insurer can be held liable for return of the Selling Company's commission or any part thereof as paid under this Service Contract. In the event the Purchase Price of Your Service Contract is being paid through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term Months and Term Miles Limit of this Service Contract will be modified to reflect the portion of the Service Contract that you have paid for. The modified Term Months and Term Miles Limit of the Service Contract will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Service Contract Contract Sale Date and Vehicle Odometer Mileage on the Service Contract Sale Date as listed on the Declarations Page. You may contact the Administrator toll free at 833-228-1900 to obtain the modified Term Months and Term Miles Limits

**CANCELLATION BY THE FINANCE COMPANY:** **You** hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, (2) **Your Vehicle** is declared a total loss, or (3) **You** default in **Your** obligations to the **Finance Company**. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.

**CANCELLATION BY THE ADMINISTRATOR:** The **Administrator** may cancel this **Contract** for material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, or for non-payment of the **Service Contract** price.

**CANCELLATION BY THE CONTRACT HOLDER:** **You** may cancel this **Service Contract** at any time by notifying the **Selling Company** or **Administrator** in writing. This notification must include this **Service Contract**. A notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** on the date of the cancellation request may also be required unless the vehicle is lost, stolen or destroyed.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.  
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

**CANCELLATION PROVISIONS:** If this Contract is cancelled within the first thirty (30) days from the Contract sale date and no claims have been filed, then You will receive a full refund. If this Contract is cancelled after thirty (30) days past the Contract sale date or after a claim has been filed, then You will receive a pro rata refund less any claims paid under this Contract. Pro rata refunds are determined by multiplying the amount You paid for this Service Contract by the lesser of the following: (a) the number of covered days remaining on the Service Contract divided by the original number of covered days, or (b) the miles of remaining coverage under the Service Contract divided by the original number of covered miles. A cancellation fee of \$75 will be charged for all pro rata cancellations made by the Contract Holder. In all instances, if there is no Finance Company, the refundable amount will be paid to You. If there is a Finance Company, the refundable amount will be paid to the Finance Company.

NOTE: Transferred Service Contracts are not eligible for cancellation refunds. This Contract is non-renewable.

#### **TRANSFER OF VEHICLE OWNERSHIP**

If You sell Your Vehicle or if there is any change in the ownership of Your Vehicle, You may request to transfer the remaining coverage of this Contract to the new owner. This request must be submitted within fifteen (15) days of the change in Vehicle ownership. You must notify the Administrator of the transfer of ownership in writing and must include the following: a transfer fee of \$50, the name and address of the new owner, and the mileage of the Vehicle at the time of transfer. The Administrator has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted.

This **Contract** may not be transferred more than once, may not be assigned to another vehicle, and may not be transferred to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use. If **You** sell **Your Vehicle**, or if there is any change in the ownership of **Your Vehicle** without notifying the **Administrator** as outlined in this section, this **Contract** will terminate.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.  
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

## SPECIAL STATE REQUIREMENTS AND DISCLOSURES

### **THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES:**

#### **ALABAMA**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: 1) nonpayment of the **Service Contract** price; or 2) material misrepresentation by **You** relating to the **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, including the activation fee, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, then **You** will receive a pro rata refund less an administrative fee of twenty-five dollars (\$25.00) and less any claims paid. The refund due following the contract holder's cancellation during the initial free look period includes the activation fee and the monthly amount.

Within the "CANCELLATION" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) have been removed: "We agree to pay on behalf of the **Selling Company**, the unearned refund based on consideration received from the **Selling Company**. The **Selling Company** agrees to pay the unearned portion of the commission originated from the sale of this **Service Contract**. Neither the **Selling Company's Administrator**, claims service, nor the **Selling Company's** insurer can be held liable for return of the **Selling Company's** commission or any part thereof as paid under this **Service Contract**."

#### **ALASKA**

Within the "ADMINISTRATOR OBLIGOR" section of this **Contract**, the following sentence(s) is amended: "If a covered service is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim with Dealers Assurance Company at the address listed above."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "The **Administrator** may cancel this **Contract** for: 1) nonpayment of the **Service Contract** price; 2) **Your** conviction of a crime which involves an act that increases a hazard covered by this **Contract**; 3) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**; 4) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; 5) physical changes in the **Vehicle** that result in the **Vehicle** becoming ineligible for coverage under this **Contract**; or 6) a substantial breach of contractual duties by **You** related to the covered **Vehicle**. If this **Contract** is cancelled by **Us**, written notice will be sent to **Your** last known address with at least five (5) days' prior notice before cancellation stating the effective date and reason of cancellation. Prior notice is not required for: 1) nonpayment of the **Service Contract** price; 2) discovery of fraud or material misrepresentation by **You**, or a representative of **You**, in obtaining this **Contract** or in pursuing a claim under this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less an cancellation fee of seven and a half percent (7.5%) of the **Service Contract** price and less any claims paid."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **Us** at any time, any claims paid under this **Contract** will be deducted from any refund due to **You**.", "If this **Contract** is cancelled, and **Your** refund is not paid or credited within forty-five (45) days after the cancellation of this **Contract** by **Us**, or within forty-five (45) days after **You** return of this **Contract** to **Us**, a ten percent (10%) penalty of the unearned **Contract Price** will be added to the refund for each month the refund remains unpaid."

#### **ARIZONA**

All exclusions only apply to occurrences after the **Contract** sale date.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is deleted: "Any **Vehicle** that has been repurchased by or had its price renegotiated with the manufacturer, or that has had the manufacturer's warranty revoked or voided."; "You may be required to provide an odometer statement at the time of sale of this **Service Contract**."; "Misrepresentation of the odometer reading either before or during the term of this **Service Contract** may void component coverage."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with a branded title (e.g. salvage, junk, rebuilt, total loss, flood, or fire)."; "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected, or not maintained in working order by the **Contract Holder** during the term of this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "The **Administrator** may cancel this **Contract** for: 1) material misrepresentation by **You**; 2) substantial breaches of contractual duties, conditions, or warranties; or 3) for non-payment of the **Service Contract** price. The **Administrator**, insurer, or its representatives may not cancel or void this **Contract** for reasons which are within the knowledge and/or control of the **Selling Dealer** including, but not limited to: 1) pre-existing conditions; 2) prior use or the odometer has been tampered with prior to purchase; 3) misrepresentation by the **Selling Dealer** or its subcontractors; 4) ineligibility for the program, including gray market, high performance and GM diesel autos."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled at any time, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00). Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

#### **ARKANSAS**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50.00) will be charged for all pro rata cancellations made by the **Contract Holder**."

#### **CONNECTICUT**

If applicable, arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this **Service Contract** or the coverage of any claim filed with **Us**, **We** will make a reasonable effort to resolve the dispute with **You**. If **We** are unable to resolve the dispute, **You** may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of **Your** covered **Vehicle**, the cost of any disputed repairs, and a copy of this **Service Contract** document. The complaint should be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. **Your** complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, **Your** complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

**You** have a right to cancel this **Service Contract** if **You** return the **Vehicle** or if the **Vehicle** is sold, lost, stolen or destroyed.

This **Service Contract** does not include in-home service.

The costs of transporting the **Vehicle** will not be paid for by the **Administrator**.

**AUTHORIZATION MUST BE OBTAINED FROM THE ADMINISTRATOR BEFORE STARTING ANY TEARDOWN OR REPAIRS.  
PLEASE CALL 1-833-228-1900 FOR AUTHORIZATION AND INSTRUCTIONS.**

Within the "AGREEMENT PERIOD" section of this **Contract**, the following sentence is added: "If this **Service Contract** is for less than one year of coverage, this **Contract** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete."

## **FLORIDA**

The rate charged for this service is not subject to regulation by the office.

The CANCELLATION BY THE CONTRACT HOLDER section is deleted and replaced with the following: **You** may cancel this **Contract** by returning it to the Selling Company or directly to **Us**. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this **Contract** is canceled by **You** within the first sixty (60) days, **We** will refund the entire **Contract** purchase price, less any claims paid and less a cancellation fee equal to five percent (5%) of the **Contract** purchase price or fifty dollars (\$50), whichever is less. If this **Contract** is canceled after the first sixty (60) days, **We** will refund the unearned **Contract** Purchase Price to **You** calculated on a pro rata basis, less any claims paid. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation, less a cancellation fee equal to five percent (5%) of the **Contract** Purchase Price or fifty dollars (\$50), whichever is less. In the event of cancellation, the Finance Company identified on the first page of this **Contract**, if any, will be named on a cancellation refund check as its interest may appear.

The CANCELLATION BY THE ADMINISTRATOR section is deleted and replaced with the following: **We** may cancel this **Contract** based on one or more of the following reasons: (A) there has been a material misrepresentation or fraud at the time of sale of this **Contract**; (B) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer; (C) the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or (D) for non-payment of the **Contract** purchase price by **You**, in which case **We** shall provide **You** with a notice of cancellation by certified mail. If this **Contract** is canceled by **Us**, **We** will refund the unearned **Contract** purchase price to **You** calculated on a pro rata basis. The refund will be equal to the lesser amount produced using either the number of days the **Contract** was in force or the number of miles the **Vehicle** was driven prior to cancellation. In the event of cancellation, the Finance Company identified on the first page of this **Contract**, if any, will be named on a cancellation refund check as its interest may appear.

The TRANSFER OF VEHICLE OWNERSHIP section, is deleted and replaced with the following:

A completed transfer application and a forty (\$40) transfer fee must be submitted to the **Administrator** within thirty (30) days of a change in ownership, along with the following:

1. A notarized copy of the documentation showing change of title and odometer reading;
2. Proof of maintenance recommended by the manufacturer; and
3. If the manufacturer's warranty requires a transfer, a copy of the completed transfer form.

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

## **GEORGIA**

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the **Contract Holder**. Misrepresentation of the odometer reading by **You** either before or during the term of this **Service Contract** may void component coverage."; "The repair or replacement of any **Vehicle** component which was not properly operating in accordance with the manufacturer's specifications known to **You** at the time this **Service Contract** was sold (i.e. pre-existing conditions)."; "Damage due to alteration, modification, or use of **Your Vehicle** in a manner not recommended by the manufacturer by **You** or with **Your** knowledge, including the use of "non-stock" or modified parts."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least ten (10) days prior to cancellation by **Us** for nonpayment of the **Administrator** fee. Prior written notice of cancellation will be sent to **Your** last known address at least thirty (30) days prior to cancellation by **Us** for fraud or material misrepresentation. Prior notice shall state the effective cancellation date and the reason for cancellation. If **We** cancel this **Contract**, **You** will be refunded a pro-rated amount of the **Contract** price, without any deductions."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If **You** cancel this **Contract** thirty (30) days after the **Contract** sale date or if a claim has been made, **You** will receive a one hundred percent (100%) pro rata refund with a fee of seventy five dollars (\$75.00) or ten percent (10%) of the pro rata refund amount, whichever is less. Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Finance Company", "The **Finance Company** must hold a power of attorney in order to cancel this **Contract** due to **Your** default in **Your** obligations to such **Finance Company**."

## **HAWAII**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

## **IDAHO**

Coverage afforded under this **Service Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "A cancellation fee of fifty dollars (\$50.00) will be charged for all cancellations made by the **Contract Holder**."

## **ILLINOIS**

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is added: "This **Contract** does not apply to any **Mechanical Breakdown** or **Failures** caused by normal and abnormal wear and tear."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first thirty (30) days from the **Contract** sale date and no claims have been paid, then **You** will receive a full refund less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** price, whichever is less. If this **Contract** is cancelled by **You** after thirty (30) days past the **Contract** sale date or a claim has been paid, then **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00) or ten percent (10%) of the **Contract** price, whichever is less, and less any claims paid."

## **IOWA**

If **You** have any questions regarding this **Contract**, **You** may contact the **Administrator** by mail or by phone. Refer to the application for the **Administrator's** address and toll-free number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, 515-281-5705.

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Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of 10% of the total purchase price."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **You**, **We** will mail a written notice of termination to **You** with fifteen (15) days of the date of cancellation."; "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Contract** to **Us**."

#### **LOUISIANA**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first thirty (30) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund less a cancellation fee of fifty dollars (\$50.00). If this **Contract** is cancelled by **You** after thirty (30) days past the **Contract** sale date or a claim has been filed, then **You** will receive a pro rata refund less a cancellation fee of fifty dollars (\$50.00). Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

#### **MAINE**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, a claim has been filed, or this **Contract** is cancelled by **Us** for any reason other than for nonpayment of the **Contract** price, **You** will receive a one hundred percent (100%) pro rata refund of the unearned **Contract** price, less an administrative fee of ten percent (10%) of the **Contract** price and less any claims paid."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty of the outstanding amount of the **Contract** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

#### **MARYLAND**

Within the "OBLIGOR" section of this **Contract**, the following sentence(s) is amended: "If the obligor fails to pay any **Claim** or make any refund or consideration within sixty (60) days after proof of loss has been filed, **You** may file a claim with Plateau Casualty Insurance Company at the address listed above."

Within the "AGREEMENT PERIOD" section of this **Contract**, the following sentence(s) is added: "This **Contract** will be extended by the total number of days the **Vehicle** undergoes **Covered Repairs** at a **Licensed Repair Facility**. If this **Contract** expires while the **Vehicle** is undergoing a **Covered Repair**, this **Contract** will be extended until **Covered Repairs** are complete."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Mechanical Breakdown** or **Failure** caused by (a) **Your** failure to provide the proper maintenance to the failed part or parts; (c) overheating, regardless of the cause of overheating; (d) incorrect, contaminated, or inadequate amounts of coolant, lubricants, or fluids; (e) accidental loss or damage, impact, collision or upset, falling missiles or objects, rust, corrosion, fire, theft, larceny, explosion, lightning, earthquake, wind storm, hail, water, flood, freezing, malicious mischief, vandalism, riot, or civil commotion; or (f) DRIVER NEGLIGENCE OR MISUSE, INCLUDING THE OPERATION OF AN IMPAIRED VEHICLE."; "Any expenses associated with shop supplies, materials charges (i.e. miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time, teardown (where a **Covered Breakdown** has not occurred), freight charges, or storage charges."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first twenty (20) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled after twenty (20) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

#### **MASSACHUSETTS**

NOTICE TO CUSTOMER: PURCHASE OF THIS **CONTRACT** IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE **YOUR VEHICLE**. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **CONTRACT**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of contractual duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

#### **MINNESOTA**

Section 325F.662 of the Minnesota Statutes requires the **Selling Dealer** to provide **You** with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to **You** by the **Selling Dealer**. Any loss covered under the **Selling Dealer's** express warranty furnished pursuant to Section 325.F.662 is excluded from coverage under this **Contract** during the term of the express warranty unless the **Selling Dealer** becomes unable to meet its obligations, provided such loss is otherwise covered by this **Contract**. If **You** purchased a used **Vehicle**, upon request and payment of \$10.00, the **Administrator** will provide a copy of the owner's manual to **You**.

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** with an odometer that has been tampered with, altered, disconnected or not maintained in working order by the **Contract Holder**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us** if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use. Prior notice shall state the effective cancellation date and the reason for cancellation."

#### **MISSOURI**

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If **Emergency Repairs** covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed

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at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Emergency repairs are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least forty-five (45) days prior to cancellation by **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled within the free look period (the first twenty (20) business days from the **Contract** sale date) and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled within the free look period (the first twenty (20) business days from the **Contract** sale date) and a claim has been filed, then **You** will receive a full refund less any claims paid under this **Contract**. If this **Contract** is cancelled after the free look period (the first twenty (20) business days from the **Contract** sale date), then **You** will receive a refund of one hundred percent (100%) of the unearned provider fee, less a cancellation fee of fifty dollars (\$50) and less any claims paid under this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty of the outstanding amount of the **Contract** price shall be added to the refund per month if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

#### **NEVADA**

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: "Any **Vehicle** which has been repurchased by or had its price renegotiated with the manufacturer, or which has had the manufacturer's warranty revoked or voided. However, if the vehicle manufacturer's warranty becomes revoked or voided during the term of this **Contract**, this **Contract** will not deny all coverage. Rather, this **Contract** will exclude any coverage that would otherwise have been provided under the manufacturer's warranty. This **Contract** will continue to provide any coverage that would not otherwise have been provided under the manufacturer's warranty, unless such coverage is otherwise excluded by the terms of this **Contract**"; "Any **Mechanical Breakdown** covered by an insurance entity, the manufacturer's warranty/recall, or any component with a warranty or "repairer's guarantee" through a repair facility, until the limits of said insurance, warranty/recall or "repairer's guarantee" are reached or expired. However, any **Mechanical Breakdown** that is not covered under an insurance entity, warranty/recall or "repairer's guarantee" will be eligible for coverage, subject to the terms and conditions of this **Contract**. Additionally, if an insurance entity, the manufacturer, or repair facility notifies **You** that they will monetarily participate in a repair that has been authorized and paid by **Us**, then **We** will exercise **Our** right to recover the respective amount."

Within the "WHAT IS NOT COVERED" section of this **Contract**, the following sentence(s) is amended: This **Contract** will not cover any unauthorized or non-manufacturer-recommended modifications to the **Covered Product**, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the **Covered Product** is modified or repaired in an unauthorized or non-manufacturer-recommended manner, **We** will not automatically suspend all coverage. Rather, this **Contract** will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising there from, unless such coverage is otherwise excluded by the terms of this **Contract**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "Under no circumstances will the cost of claims paid or services provided be deducted from any refund."; "A ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**"; "In the event this **Contract** is cancelled by **Us**, a cancellation fee will not be charged."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled 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 on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially increases the service required under the **Service Contract**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, then **You** will receive a pro rata refund less an cancellation fee of twenty five dollars (\$25.00)."

Within the "TRANSFER OF VEHICLE OWNERSHIP" section of this **Contract**, the following sentence(s) is amended: If **You** sell **Your Vehicle** or if there is any change in the ownership of **Your Vehicle**, **You** may request to transfer the remaining coverage of this **Contract** to the new owner. This request must be submitted within fifteen (15) days of the change in **Vehicle** ownership. **You** must notify the **Administrator** of the transfer of ownership in writing and must include the following: a transfer fee of \$25, the name and address of the new owner, and the mileage of the **Vehicle** at the time of transfer. The **Administrator** has the discretion to approve or reject your request to transfer coverage. Copies of all maintenance records showing oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and the **Vehicle** will still be subject to the maintenance requirements as specified in this **Contract** and by the **Vehicle** manufacturer. No handwritten receipts will be accepted.

This **Contract** shall not be voided by **Us** unless **You** have committed fraud or material misrepresentation in obtaining this **Contract** or in presenting a claim for service thereunder. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the Nevada Division of insurance department at the following toll free number: 888-872-3234.

#### **NEW HAMPSHIRE**

In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire insurance department at the following address and toll free number: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301; 1-800-852-3416.

#### **NEW JERSEY**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation or omission; or (3) a substantial breach of contractual obligations related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

#### **NEW MEXICO**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00)"

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Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty, based upon the **Contract** purchase price, per month shall be added to the refund if it is not paid or credited within sixty (60) days after the return of this **Contract** to **Us**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", "No **Service Contract** that has been in effect for at least seventy (70) days may be canceled 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 on any of the following grounds: (a) Failure by the **Contract Holder** to pay an amount when due; (b) Conviction of the **Contract Holder** of a crime which results in an increase in the service required under the **Service Contract**; (c) Discovery of fraud or material misrepresentation by the **Contract Holder** in obtaining this **Service Contract**, or in presenting a claim for service thereunder; (d) Discovery of: (1) an act or omission by the **Contract Holder**; or (2) a violation by the **Contract Holder** of any condition of the **Service Contract** after the effective date of the **Service Contract** and which substantially and materially increases the service required under the **Service Contract**; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Service Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Service Contract** was issued or sold. Cancellation of this **Service Contract** may not become effective until at least fifteen (15) days after a notice of cancellation is mailed to the **Contract Holder**."

This service contract is insured by **Plateau Casualty Insurance Company**. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to **Plateau Casualty Insurance Company at - 800-398-3632 - 2701 N. Main St. Crossville, TN 38555**. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

## **NEW YORK**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00)"

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of duties related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within thirty (30) days after the return of this **Contract** to **Us**."

## **NORTH CAROLINA**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is replaced: "Cancellation by the Administrator", "The **Administrator** may cancel this **Contract** for nonpayment of premiums or for a direct violation of this **Contract** by **You** in which this **Contract**."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** at any time, **You** will receive a pro rata refund, less any claims paid and a cancellation fee of ten percent (10%) of the pro rata refund."

## **OHIO**

This **Contract** is not insurance and is not subject to the insurance laws of this state.

## **OKLAHOMA**

Plateau Insurance Company, Oklahoma License Number: 861197

THIS CONTRACT IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT. THIS CONTRACT WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** at any time, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata premium, less a cancellation fee of seventy five dollars (\$75.00) and less the actual cost of any service provided under this **Contract**. If this **Contract** is cancelled by **Us**, **Your** refund shall be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under this **Contract**."

Within the "TRANSFER OF VEHICLE OWNERSHIP" section of this **Contract**, the following sentence(s) is amended: "Transfer Conditions", "This request must be submitted within thirty (30) days of the change in **Vehicle** ownership."

## **OREGON**

All coverage and benefits provided under this **Contract** are guaranteed by the **Obligor, Matrix Financial Services, LLC**.

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**."

Within the "WHAT THE ADMINISTRATOR WILL DO WHEN A CLAIM IS REPORTED" section of this **Contract**, the following sentence(s) is deleted: "In addition, if a dispute arises between the repair facility and **Us**, **We** reserve the right to relocate **Your Vehicle** to a repair facility of **Our** choice."

## **SOUTH CAROLINA**

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

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund less a cancellation fee of seventy five dollars (\$75.00)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation; or (3) a substantial breach of duties related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**."

## **TEXAS**

Should a Complaint arise regarding this **Contract**, you may send your Complaint in writing to the **Administrator's** address listed within this **Contract**. Please identify the **Contract Holder**,

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Vehicle Identification Number (VIN) and **Contract** number listed at the top of this **Contract** within **Your** complaint. Complaints will be handled individually and without prejudice. All unresolved complaints concerning **Us** or questions concerning the regulation of service agreement administrators may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, **You** may request reimbursement directly from the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the **Contract** is returned to the **Administrator**.

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) fraud or material misrepresentation by **You**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled before the thirty-first (31<sup>st</sup>) day from the **Contract** sale date, then **You** will receive a full refund less any claims paid under this **Contract**. If this **Contract** is cancelled on or after the thirty-first (31<sup>st</sup>) day from the **Contract** sale date, then **You** will receive a pro rata refund, less any claims paid under this **Contract** and a cancellation fee of fifty dollars (\$50)."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "A ten percent (10%) penalty of the outstanding amount will be added to **Your** refund for each month **Your** refund remains unpaid."

#### **UTAH**

This **Service Contract** 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 Utah Property and Casualty Guaranty Association.

The **Contract** purchase price is payable, in full, at the time of purchase.

Within the "ADMINISTRATOR OBLIGOR" section of this **Contract**, the following sentence(s) is amended: "Obligations of the **Provider** under this **Service Contract** are guaranteed under a **Service Contract** reimbursement insurance policy. Should the provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the **Contract Holder** is entitled to make a claim directly against the Insurance Company."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Service Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Failure to notify the **Administrator** within the time specified herein does not invalidate **Your** claim if **You** can demonstrate 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 was filed as soon as reasonably possible. If **You** cannot demonstrate that it was not reasonably possible to give notice or file the proof of loss within the prescribed time, reimbursement for repairs outside of the aforementioned parameter or timeframe will not be considered."

Within the "DEFINITIONS" section of this **Contract**, the following sentence(s) is deleted: "**EMERGENCY REPAIRS**: Repairs made outside of **Administrator's** business hours, which, if not performed, would impair the future operation of **Your Vehicle**, or render **Your Vehicle** inoperable or unsafe to drive."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation by the Administrator", "The **Administrator** of this **Service Contract** may cancel this **Contract** with written notice to the **Your** last known address with at least thirty (30) days' notice of such cancellation for the following reasons: (1) material misrepresentation related to the **Vehicle**; (2) substantial change in the risk assumed, unless the **Administrator** has reasonably foreseen the change or contemplated the risk when entering into this **Service Contract**; or (3) a substantial breach of contractual duties, conditions, or warranties by **You** relating to the **Vehicle**. A ten (10) day notice will be given for non-payment cancellations."

#### **VERMONT**

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** is cancelled by **You** within the first twenty (20) days from the **Contract** sale date and no claims have been filed, then **You** will receive a full refund. If this **Contract** is cancelled by **You** after twenty (20) days past the **Contract** sale date or after a claim has been filed, then **You** will receive a pro rata refund."

#### **VIRGINIA**

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

#### **WISCONSIN**

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

Any reference to SUBROGATION is amended as follows: Any rights of subrogation by the **Administrator** will only apply after the **Contract Holder** has been made whole.

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is amended: "If emergency repairs covered by this **Contract** are required outside the **Administrator's** business hours, **You** should deliver **Your Vehicle** to a **Licensed Repair Facility** and have the necessary repairs performed at a reasonable and customary charge. As soon as reasonably possible, **You** should report the repairs to the **Administrator**. Emergency repairs are only those repairs, which, if not performed, would impair the future operation of **Your Vehicle**, or render it inoperable or unsafe to drive. Reimbursement for such repairs will not be considered outside of the aforementioned parameter or timeframe. Failure by the **Contract Holder** to give notice or proof within the time required by the **Service Contract** does not invalidate or reduce the claim unless **We** are prejudiced by the failure to give notice."

Within the "WHAT TO DO IF YOUR VEHICLE SUSTAINS A MECHANICAL BREAKDOWN" section of this **Contract**, the following sentence(s) is added: "NOTE: In any instance, failure to obtain authorization prior to having repairs made will not invalidate or reduce a claim unless the **Administrator** is prejudiced by the **Contract Holder's** failure to obtain authorization."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation by the Administrator", The **Administrator** may cancel this **Contract** for: (1) non-payment of the provider fee; (2) material misrepresentation by **You** to **Us**; or (3) substantial breach of duties by the **You** relating to the covered **Vehicle** or its use. If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least five (5) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is amended: "Cancellation Provisions", "If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund. A cancellation fee of seventy five dollars (\$75.00) or ten percent (10%) of the **Contract** price, whichever is less, will apply to all pro rata cancellations made by the **Contract Holder**. Under no circumstances will the cost of claims paid or services provided be deducted from any refund."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid. In this case, the refund should be calculated as written in (18) of the law."

Within the "CANCELLATION AND RENEWAL" section of this **Contract**, the following sentence(s) is added: "Cancellation Provisions", "If this **Contract** is cancelled by **Us**, **You** will receive a

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one hundred percent (100%) refund of the unearned **Contract** purchase price.”; “A ten percent (10%) penalty of the outstanding amount will be added to **Your** refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**. NOTE: **You** will not receive a refund if this **Service Contract** has expired.”

#### **WYOMING**

Within the “CANCELLATION AND RENEWAL” section of this **Contract**, the following sentence(s) is amended: “Cancellation by the Finance Company”, “**You** hereby authorize the **Finance Company** to cancel this **Contract** on **Your** behalf in the event: (1) **Your Vehicle** is repossessed, or (2) **Your Vehicle** is declared a total loss. In addition, **You** authorize the **Finance Company** to be listed as a joint payee and to receive any refund in the event this **Contract** is cancelled.”

Within the “CANCELLATION AND RENEWAL” section of this **Contract**, the following sentence(s) is added: “Cancellation by the Administrator”, “If **We** cancel this **Contract**, prior written notice of cancellation will be sent to **Your** last known address at least ten (10) days prior to cancellation by **Us**. Prior notice shall state the effective cancellation date and the reason for cancellation. Prior notice is not required to be sent if the reason of cancellation is for: (1) nonpayment of the **Administrator** fee; (2) material misrepresentation by **You** to **Us**; or (3) a substantial breach of duties by **You** related to the covered **Vehicle** or its use.”

Within the “CANCELLATION AND RENEWAL” section of this **Contract**, the following sentence(s) is amended: “Cancellation Provisions”, “If this **Contract** was mailed to **You**, **You** may cancel this **Contract** within the first twenty (20) days from the date of service and receive a full refund, provided no claims have been filed. If this **Contract** is cancelled by **You** after the initial full refund period, or a claim has been filed, **You** will receive a pro rata refund.”

Within the “CANCELLATION” section of this **Contract**, the following sentence(s) is added: “Cancellation Provisions”, “A ten percent (10%) penalty per month shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this **Contract** to **Us**.”

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