

Administration/Claims  
 833-319-0240  
 Emergency Roadside Assistance  
 844-757-0950



This is **YOUR CONTRACT NUMBER**. Please refer to this number in any phone or written communication.  
 Use last 8 of VIN  
**CBCU -**

**REGISTRATION PAGE**

Purchaser Information					
Purchaser Name (Last)	(First)	(MI)	E-mail Address ( )		
Street Address	City	State	Zip Code	Telephone ( )	
Seller Information					
Seller			Telephone ( )		
Street Address	City	State	Zip Code		
Vehicle Information					
Year	Make	Model	Vehicle I.D. Number (17 Digits)		
Current Odometer					
Lienholder Information					
Lienholder Name			Telephone ( )		
Street Address	City	State	Zip Code		
Service Contract Coverage Information					
<input type="checkbox"/> New <input type="checkbox"/> Pre-Owned		Deductible \$ If left blank defaults to \$100 Deductible		Contract Purchase Date	
<b>Coverage Selected:</b>		<input type="checkbox"/> Ultimate <input type="checkbox"/> 30 Day/1,000 Mile Waiting Period <input type="checkbox"/> 90 Day/300 Mile Waiting Period *If left unchecked, defaults to 30 Day/1,000 Mile Waiting Period			
Total Months	Total Miles		Class	Contract Purchase Price \$	
Service Contract Optional Surcharges					

**Declarations**

- IMPORTANT NOTICE: THE ADMINISTRATOR'S AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ANY REPAIR OR REPLACEMENT OF A COVERED PART DUE TO MECHANICAL OR TIRE/WHEEL BREAKDOWN. SEE SECTION IV. CONTRACT HOLDER RESPONSIBILITIES FOR ADDITIONAL INFORMATION AND INSTRUCTIONS FOR FILING A CLAIM. THE ADMINISTRATOR CAN BE REACHED AT 833-319-0240.**
- This **Contract** holder has reviewed and understands the **Service Contract** and will abide by the terms and conditions of the **Service Contract**.
- This **Registration Page** is attached to and becomes part of the **Service Contract**.
- This **Service Contract** is between the **Contract** holder and the Obligor (**We, Us, and Our**). **We, Us and Our** mean Global Auto Solutions, Inc., 425 Metro Place North, Suite 300, Dublin, OH 43017, 833-319-0240. The company that provides administrative services for this contract is American Colonial Administration, LLC, 425 Metro Place North, Suite 300, Dublin, OH 43017, 833-319-0240. In the state of Florida, the obligor (**We, Us, and Our**) is IAS Warranty Services of Florida, Inc., P.O. Box 204329, Austin, TX 78720, 833-319-0240. Florida license #60129.
- The undersigned confirms that the information contained in this **Registration Page** is accurate and complete to the best of their knowledge and belief.
- Our** obligations under this **Service Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim within 60 days after proof of loss has been filed with **Us**, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.
- PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR TO OBTAIN VEHICLE FINANCING. THE SERVICE CONTRACT PURCHASE PRICE MAY BE FINANCED WITH THE PURCHASE OF THE VEHICLE. OTHER PAYMENT OPTIONS MAY BE AVAILABLE.**
- This is not a **Contract** of insurance.
- The undersigned agrees that any dispute arising out of or relating to this **Contract** or the breach thereof, shall be resolved by binding arbitration and understands that although they would have a right or opportunity to litigate disputes through a court and have a judge or jury decide their case, has chosen to instead have any dispute decided through binding arbitration.

IAS Warranty Services of Florida, Inc. – Florida License # 60129

Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

# I. DEFINITIONS

Throughout this agreement certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

**Administrator** means the company that provides administrative services for this **Contract**: American Colonial Administration, LLC, located at 425 Metro Place N., Suite 300, Dublin, OH 43017, 833-319-0240.

**Contract, Service Contract** means this **Contract** which **You** have purchased from the **Seller** as shown on the **Registration Page**.

**Contract Purchase Price/Premium** means the amount **You** paid for this **Service Contract**, as shown on the **Registration Page**.

**Contract Purchase Date** means the date **You** purchased this **Service Contract**, as shown on the **Registration Page**.

**Coverage** means the protection **You** have selected as shown on the **Registration Page**.

**Covered Part(s)** means the mechanical and electrical parts and components or, the tires or wheels described under Section II. **SCHEDULE OF COVERAGES**, as contained in this **Contract** that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification.

**Covered Tires and Wheels** means the original tires and wheels described under Section II. **SCHEDULE OF COVERAGES**, as contained in this **Contract** that are the manufacturer's original tires and wheels on **Your Vehicle** at the time of its purchase by **You** or like replacement tires and wheels meeting the manufacturer's specifications.

**Deductible** means the amount **You** are required to pay per repair visit for covered **Breakdowns**, as shown on the **Registration Page**.

**Mechanical Breakdown** means the failure of any original or like replacement mechanical or electrical part or component covered by this **Service Contract** to perform its intended function(s) due to a mechanical or electrical defect in normal service, provided it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. **Breakdown** does not include worn parts that are within manufacturer tolerances. Please refer to Section III, **What is Not Covered** for a listing of conditions under which the gradual loss of performance are not considered a **Breakdown**.

**Repair Facility** means franchised automobile dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of no less than six (6) months and six thousand (6,000) miles. The **Repair Facility** must have a business license or tax identification number. Repairs performed by a facility must receive authorization from the **Administrator** prior to beginning repairs. In the event of tire or wheel damage, the **Administrator** reserves the right to select a comparable repair/service provider in the area.

**Registration Page** means the document which must be attached to and becomes part of this agreement. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information.

**Reasonable Cost** means the repair or replacement costs that are recognized locally and/or nationally for a similar repair or replacement **We** may use published parts, tire, wheel, labor guides, and other published resources to establish **Our** costs. The **Administrator** reserves the right to determine which labor or parts manuals will be recognized. At the **Administrator's** sole discretion, Reasonable Cost may be based on repair or replacement; mechanical and electrical parts used in covered repairs may include new, non-OEM, remanufactured or used parts. The **Administrator** shall determine all **Reasonable Costs** including fair market value.

**Road Hazard** means debris on the road surface such as a pothole, rock, nail, glass, wood, tree branch/limb, or other road surface debris not normally found in the roadway.

**Schedule of Coverages** means the section of this **Contract** which lists the **Coverages** available to **You** for **Your Vehicle** under this agreement. The specific **Coverage You** have selected is identified in the **Coverage** Information section of the **Registration Page**.

**Seller** means the entity from whom **You** purchased this **Service Contract**, as shown on the **Registration Page**.

**Waiting Period** means thirty (30) days and one thousand (1,000) miles or ninety (90) days and three hundred (300) miles from the **Contract Purchase Date** as shown on the **Registration Page**. **Contracts** with the Mandatory **Waiting Period** will have thirty (30) days and one thousand (1,000) miles or ninety (90) days and three hundred (300) miles added to the **Contract** term. No claims will be paid during the **Waiting Period**.

**Tire/Wheel Breakdown** means the failure of any original or like replacement tire or wheel covered by this **Service Contract** due to contact with a **Road Hazard**, provided it has received all scheduled maintenance as recommended by the manufacturer in the Owner's Manual. **Tire/Wheel Breakdown** does not include coverage for scrapes or other cosmetic damage where a failure has not occurred.

**TPMS** means **Your Vehicle's** tire pressure monitoring system.

**We, Us, Ours** means the entity who is obligated ("obligor") to perform under this **Contract**: Global Auto Solutions, Inc., 425 Metro Place North, Suite 300, Dublin, OH 43017, 833-319-0240. In the state of Florida, the obligor (**We, Us, and Our**) is IAS Warranty Services of Florida, Inc., P.O. Box 204329, Austin, TX 78720, 833-319-0240. Florida license #60129

**You and Your** means the **Contract** holder as shown on the **Registration Page** as the Purchaser, or the person to whom this **Contract** was properly transferred.

**Your Vehicle, Vehicle** means the **Vehicle** which is described on the **Registration Page**.

## II. SCHEDULE OF COVERAGES

### ULTIMATE COVERAGE

#### **Mechanical Breakdown and Tire/Wheel Breakdown Coverage**

You have purchased Ultimate Coverage. We will pay or reimburse You for Reasonable Costs to repair or replace any breakdown of all mechanical or electrical parts or components, tires, or wheels -except those listed under Section III. **WHAT IS NOT COVERED**, less any Deductible, in accordance with Section V. **GENERAL PROVISIONS** contained in this Contract. Reimbursement amounts for replacement of mechanical or electrical parts or components may be based on new, non-OEM, remanufactured or used parts at the Administrator's sole discretion.

- 1. Emissions** – In addition to the Coverage described above, the following emissions components/parts are covered: Air Fuel Ratio Sensor/Oxygen Sensor; Air Pump; Barometric Pressure Sensor; Canister Purge Solenoid; EVAP Purge Canister; EVAP Leak Detection Pump and Valve; EVAP Vent Valve; Deceleration Valve; EGR Valve; EGR Solenoid; EGR Check Valve; EGR Controller; EGR Diverter Valve; EGR Relay; Purge Valve; EGR Position Sensor; Idle Air Control Valve; Intake Air Temperature Sensor; Knock Sensor; Mass Air Flow Sensor; PCV Sensor.
- 2. Seals and Gaskets** – Seals and Gaskets are covered only in conjunction with the repair or replacement of a Covered Part. Leaking and/or failed seals and gaskets as standalone repairs are not covered by this Contract.
- 3. Towing Benefit** – In the event of a Mechanical Breakdown covered by this Contract, We will pay or reimburse You for receipted towing expenses up to seventy-five dollars (\$75.00) per occurrence. Any payment shall be for actual towing charges in excess of any applicable reimbursement from the manufacturer or any other towing Coverage. The Towing Benefit is not available for any Tire/Wheel Breakdown. No Deductible will apply to this benefit.
- 4. Rental Benefit** – In the event of a Mechanical Breakdown covered by this Contract which requires at least two (2) labor hours for repair, We will pay or reimburse You for receipted expenses to rent a replacement vehicle (from a licensed rental agency) or for alternate public transportation while Your Vehicle is at a Licensed Repair Facility. Coverage will be provided to You up to a maximum of forty dollars (\$40.00) for every eight (8) labor hours, or portion thereof, of applicable labor time required to complete the repair, up to a maximum of two hundred dollars (\$200.00) for each repair visit. In addition, a maximum of one (1) additional day of rental Coverage is available for part(s) delays and/or Vehicle inspection requested by the Administrator. The Rental Benefit is not available for any Tire/Wheel Breakdown. No Deductible applies to this benefit.
- 5. Trip Interruption Benefit** - In the event a Mechanical Breakdown covered by this Contract occurs more than one hundred (100) miles from Your home and results in a Licensed Repair Facility keeping Your Vehicle overnight, We will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars (\$100.00) per day for a maximum of three (3) days (total benefit per occurrence of three hundred dollars \$300.00). The Trip Interruption Benefit is not available for any Tire/Wheel Breakdown. No Deductible will apply to this benefit.
- 6. Tire/Wheel Coverage** – In the event of a Tire/Wheel Breakdown, We will pay or reimburse You to repair, or if not repairable, to replace the original tire(s) and wheel(s) on Your Vehicle that fail due to contact with a Road Hazard. Coverage is limited to the manufacturer's original equipment tire(s) and wheel(s) or comparable replacements of like kind and quality as determined by the Administrator. Coverage includes the replacement of TPMS (if damaged due to Road Hazard. Tires are eligible for repair or replacement due to Road Hazard down to three/thirty-seconds (3/32") of an inch tread depth. Wheels are eligible for replacement only if the damage from Road Hazard will not allow the tire to seal or the wheel is unsafe for use. Failure of the repair facility or You to locate an exact matching aftermarket wheel replacement within ten (10) working days of the failure will result in a cash settlement to You in the amount for which the original damaged wheel was purchased. Towing, Rental, and Trip Interruption benefits are not available for Tire/Wheel Coverage.
- 7. Lockout Service** - In the event the keys for Your Vehicle are accidentally locked in Your Vehicle, this benefit covers receipted expenses, up to a maximum of fifty dollars (\$50.00) per occurrence, for locksmith services. You are entitled to one (1) Lockout Service per every seventy-two (72) hour period. No Deductible will apply to this benefit
- 8. Emergency Roadside Service** - In the event Your Vehicle becomes disabled and requires on-site assistance (from a licensed service provider) for Vehicle extrication, fuel or fluid delivery, or battery boost/jump, or changing Your Vehicle's flat tire with Your Vehicle's inflated spare tire, We will reimburse You for receipted expenses (excluding the cost of fluids or fuel expense) up to a maximum of seventy-five dollars (\$75.00) per occurrence. This benefit excludes towing. You are entitled to one (1) Emergency Roadside Service per every seventy-two (72) hour period. No Deductible will apply to this benefit.

## III. WHAT IS NOT COVERED

This Contract does not provide Coverage:

- A. FOR ANY OF THE FOLLOWING PARTS: BATTERY, SECONDARY OR BACKUP BATTERIES, BATTERY CABLES, SHOCK ABSORBERS, MANUAL TRANSMISSION AND AUTOMATED MANUAL TRANSMISSION CLUTCH ASSEMBLY (INCLUDING BUT NOT LIMITED TO FRICTION CLUTCH DISC, PRESSURE PLATE AND THROW OUT AND PILOT BEARING), MANUAL AND HYDRAULIC LINKAGES, TRANSMISSION CABLES, DISTRIBUTOR CAP AND ROTOR, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS AND SEAT BELTS), OR ANY PART THEREOF, COLLISION AVOIDANCE SYSTEMS, GLASS, REAR DEFOGGER GRID, LENSES, ANY COMPONENT THAT ITS ONLY PURPOSE IS FOR ILLUMINATION (SUCH AS BUT NOT LIMITED TO HEADLAMPS, AND PROJECTION LAMP ASSEMBLIES, SEALED BEAMS, LIGHT BULBS, LIGHTS/LEDS), LED COOLING SYSTEMS, SOLAR POWERED DEVICES, FUSES, CIRCUIT BREAKERS, BRAKE ROTORS AND DRUMS, EXHAUST**

SYSTEMS, CATALYTIC CONVERTER, EMISSION COMPONENTS NOT SPECIFICALLY IDENTIFIED IN SECTION II. SCHEDULE OF COVERAGES, WINDSHIELD WIPER ARMS, WEATHER STRIPS, TRIM, MOLDINGS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, ZIPPERS, NUTS, BOLTS, ADHESIVES, AND FASTENERS, FREEZE PLUGS, CUP HOLDERS, ASH TRAYS, DASH PAD, SQUEAKS, RATTLES, WATER LEAKS, WIND NOISE, ODORS, PAINT, OUTSIDE ORNAMENTATION, INSIDE AND OUTSIDE DOOR HANDLES, MIRRORS, MIRROR HINGES, MIRROR HOUSINGS, HUBCAPS, CENTER CAPS, WHEEL COVERS, WHEEL LOCKS, BUMPERS, BODY SHEET METAL AND PANELS, BODY PARTS, FRAME, BRACKETS AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS AND ASSEMBLIES (WITH THE EXCEPTION TO THE CONVERTIBLE TOP MOTORS), BACKING PLATES, RE-TREADED, RE-GROOVED, OR RECAPPED TIRES, RACING TIRES, AND TIRES OR WHEELS THAT ARE NOT ATTACHED TO YOUR VEHICLE, HEADPHONES, REMOTE CONTROLS, PAINT MATCHING, SEAT PADS.

FOR AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, CB RADIO, RADIO/SPEAKER EQUIPMENT, CRUISE CONTROL, SUNROOF, TELEPHONES, TV/VCR/DVD AND RELATED COMPONENTS AND APPLIANCES IF NOT FACTORY INSTALLED).

- B. FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, CLEANING, SYSTEM FLUSHING, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, FILTERS, HOSES (EXCEPT HIGH PRESSURE STEERING AND AIR CONDITIONING), DRIVE BELTS, BRAKE PADS, BRAKE LININGS/SHOES, WIPER BLADES, CONSTANT VELOCITY JOINT BOOTS, SHOP SUPPLIES, ENVIRONMENTAL WASTE CHARGES, AND CHARGES INCURRED FOR FILLING TIRES WITH NITROGEN. FILTERS, LUBRICANTS, COOLANTS, FLUIDS, SEALS, GASKETS, AND REFRIGERANTS MAY BE COVERED IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A BREAKDOWN.
- C. FOR DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD (EXCEPT FOR TIRE/WHEEL COVERAGE), FIRE, THEFT, VANDALISM, INSECTS, VERMIN, RIOT, ACTS OF TERRORISM, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, VOLCANIC ERUPTION, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, WATER INGESTION, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, COOLANTS, OR LUBRICANTS, PHYSICAL DAMAGE.
- D. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF SCHEDULED MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE (FOR EXAMPLE, SOME MANUFACTURERS REQUIRE THE TIMING BELT TO BE REPLACED AT SPECIFIC INTERVALS), OR IMPROPER SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY. FOR ANY BREAKDOWN CAUSED BY SERVICING OR REPAIRS PERFORMED BY YOU OR A REPAIR FACILITY OR IMPROPER STORAGE OR TOWING. FOR ANY BREAKDOWN CAUSED BY OVERHEAT, ENGINE SLUDGE, RESTRICTED OIL FLOW, CARBON, PRE-IGNITION DETONATION, BURNT VALVES, VARNISH, RUST, CORROSION, FOREIGN OBJECTS, DIRT, DUST, LIQUID, CONTAMINATION OF ANY KIND, CRACKED RUBBER/NEOPRENE PARTS, DRY ROT, ROAD CHEMICALS, ABUSE, ALTERATIONS, OR YOUR FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS.

ABNORMAL TIRE TREAD WEAR OR ABNORMAL TIRE SHOULDER WEAR DUE TO IMPROPER INSTALLATION, IMPROPER REPAIRS, IMPROPER ALIGNMENT, IMPROPER BALANCING, IMPROPER MOUNTING, DRY ROT, OR FAILURE OF YOUR VEHICLE'S SUSPENSION COMPONENTS.

- E. FOR ANY NORMAL EXPANSION/CONTRACTION SEEPAGE OF SEALS OR GASKETS DUE TO AGE AND/OR MILEAGE.
- F. FOR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN THE BREAKDOWN HAS OCCURRED. FOR ANY DAMAGE THAT RESULTS FROM YOUR FAILURE TO HAVE YOUR VEHICLE TOWED TO A REPAIR FACILITY, WHEN HAVING DONE SO WOULD HAVE PREVENTED ADDITIONAL DAMAGE, CONTINUED OPERATION WHICH INCLUDES YOUR FAILURE TO OBSERVE WARNING LIGHTS, GAUGES, OR ANY OTHER SIGNS OF OVERHEATING OR COMPONENT FAILURE, SUCH AS FLUID LEAKAGE, UNUSUAL NOISE, SLIPPING, TIRE SPINNING, OVER-REVIING, KNOCKING, OR SMOKING, AND NOT PROTECTING YOUR VEHICLE BY CONTINUING TO DRIVE, CREATING DAMAGE BEYOND THE INITIAL FAILURE. IT IS YOUR RESPONSIBILITY TO BE SURE THAT ALL GAUGES AND WARNING LIGHTS ARE FULLY OPERATIONAL.
- G. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR ON THAT PART HAS RESULTED IN THE GRADUAL LOSS OR PERFORMANCE HAS RESULTED FROM NORMAL OPERATION AND USE (DUE TO VEHICLE MILEAGE OR AGE) AND HAVE NOT EXCEEDED THE PUBLISHED FIELD TOLERANCES ALLOWED BY THE MANUFACTURER. ANY PART THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES BE REPLACED OR REPAIRED, OR IS AN UPDATE AND IS NOT A BREAKDOWN, IS YOUR RESPONSIBILITY AND EXPENSE.
- H. 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 DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, ELECTRONICS OR PERFORMANCE MODIFICATIONS.
- I. FOR VEHICLES WITH FRAME OR SUSPENSION MODIFICATIONS MADE SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT, LIFT OR DROP KITS, THAT EXCEED FOUR (4) INCHES AND/OR OVERSIZED TIRES AND WHEELS IN EXCESS OF EIGHT PERCENT (8%) OF ORIGINAL TIRES IN BOTH HEIGHT AND WIDTH.
- J. IF YOUR VEHICLE DOES NOT HAVE A VALID MANUFACTURER VEHICLE IDENTIFICATION NUMBER (VIN) OR IS TITLE BRANDED AS SALVAGE, JUNK, REBUILT, TOTALED, FLOOD DAMAGED OR MANUFACTURER'S BUY BACK.

- K. FOR BREAKDOWNS, SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT IF YOUR VEHICLE'S ODOMETER IS BROKEN, HAS BEEN ALTERED AND/OR CEASED TO OPERATE SO THE ACTUAL VEHICLE MILEAGE CANNOT BE DETERMINED.
- L. FOR BREAKDOWNS THAT ARE THE RESULT OF A DEFECT THAT THE VEHICLE MANUFACTURER HAS ANNOUNCED AS THEIR RESPONSIBILITY BY A PUBLIC RECALL, TECHNICAL SERVICE BULLETIN AND/OR SPECIAL POLICY FOR THE PURPOSE OF CORRECTING SUCH A DEFECT.
- M. FOR ANY LIABILITY FOR PROPERTY DAMAGE, LOSS OF INCOME OR FOR INJURY TO, OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, BREAKDOWN, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED TO THE PARTS COVERED. FOR LOSS OF USE, TIME, SHOP DELAYS, STORAGE AND FREIGHT CHARGES, ENVIRONMENTAL OR DISPOSAL CHARGES, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING DAMAGE TO A NON-COVERED PART DUE TO THE FAILURE OF A COVERED PART OR DAMAGE TO A COVERED PART DUE TO THE FAILURE OF A NON-COVERED PART).
- N. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, SUPPLIER OR REPAIRER'S GUARANTEE/WARRANTY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM, ANY WARRANTY FROM THE MANUFACTURER WHETHER COLLECTABLE OR NOT, OR ANY OTHER ROAD HAZARD WARRANTY.
- O. IF YOUR VEHICLE IS USED FOR TOWING OR HAULING A TRAILER OR ANOTHER VEHICLE OR OBJECT (UNLESS YOUR VEHICLE IS EQUIPPED WITH FACTORY INSTALLED OR FACTORY AUTHORIZED TOW PACKAGE), OR IS USED FOR BUSINESS OR AS A COMMERCIAL UNIT FOR RENTAL, DELIVERY, TAXI, RIDE SHARING, PUBLIC FOR HIRE, LIMOUSINE OR SHUTTLE, TOWING/WRECKER SERVICE, ON-SITE CONSTRUCTION/SERVICE/REPAIR, DUMPING (DUMP BEDS), CHERRY PICKERS, LIFTING OR HOISTING, POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, PREARRANGED OR ORGANIZED RACING OR COMPETITIVE DRIVING.
- P. IF YOUR VEHICLE IS USED FOR SNOW REMOVAL OR PLOWING, OR EXPENSES ASSOCIATED WITH SNOW TIRE MOUNTING OR REMOVAL OF SNOW TIRES OR CHAINS.
- Q. FOR THE COST OF DIAGNOSIS, TEARDOWN, DISASSEMBLY OR ASSEMBLY IF A COVERED BREAKDOWN CANNOT BE VERIFIED BY THE ADMINISTRATOR.
- R. IF YOUR VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION MODEL, IS RATED OVER ONE TON PAYLOAD CAPACITY, IS A LEMON LAW BUYBACK VEHICLE, OR GREY MARKET VEHICLE.
- S. FOR ANY BREAKDOWN OCCURRING PRIOR TO THE CONTRACT PURCHASE DATE OR FOR ANY BREAKDOWN REPORTED AFTER THE CONTRACT EXPIRATION DATE OR EXPIRATION MILEAGE.
- T. FOR ANY BREAKDOWN OCCURRING DURING ANY APPLICABLE WAITING PERIOD DESCRIBED UNDER "CONTRACT PERIOD" OR AFTER THE EXPIRATION OF THE CONTRACT TERM.
- U. FOR ANY BREAKDOWN, IF THE REPAIR INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY IS NOT TRUE.
- V. FOR BREAKDOWN THAT OCCURS TO YOUR VEHICLE OUTSIDE THE UNITED STATES OF AMERICA OR CANADA.
- W. NEW VEHICLES FOR WHICH THE FULL MANUFACTURER WARRANTY IS NOT IN PLACE, REDUCED, OR ACKNOWLEDGED BY THE MANUFACTURER.
- X. FOR ANY CLAIM FOR REPAIRS WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR.
- Y. IF YOUR VEHICLE IS AN EXOTIC VEHICLE
- Z. IF YOUR VEHICLE IS POWERED ENTIRELY BY A FUEL SOURCE OTHER THAN GASOLINE OR DIESEL FUEL (EXCLUDING HYBRIDS).
- AA. FOR ANY BREAKDOWN CAUSED BY A FAILED SEAL OR GASKET OR FOR ANY REPAIR OF ENGINE VALVES, RINGS, AND/OR SEALS AND GASKETS FOR THE PURPOSE OF RAISING ENGINE COMPRESSION OR REDUCING OIL CONSUMPTION WHEN A MECHANICAL BREAKDOWN/FAILURE HAS NOT OCCURRED.
- BB. FOR ANY TIRE/WHEEL BREAKDOWN CAUSED WHILE DRIVING ON UNPAVED ROADS, UNEVEN ROAD LANES DUE TO REPAVING, METAL PLATES USED TO TEMPORARILY COVER HOLES IN THE ROAD, RAILROAD CROSSINGS AND ROAD CONDITIONS FOUND IN AREAS BEFORE AND AFTER RAILROAD CROSSINGS WHERE THE ROADS ARE NOT PROPERLY MAINTAINED INCLUDING RAILROAD TRACKS, OR FAILURES OCCURRING IN CONSTRUCTION ZONES OR CONSTRUCTION SITES. FOR TPMS DAMAGE CAUSED BY THE REMOVAL OF A COVERED TIRE OR WHEEL ON YOUR VEHICLE.
- CC. FOR ANY TIRE WITH LESS THAN THREE THIRTYSECONDS (3/32") OF AN INCH OF REMAINING TREAD DEPTH (OR WHEELS MOUNTED ON TIRES WHICH HAVE LESS THAN 3/32" TREAD DEPTH) AT TIME OF FAILURE. TREAD DEPTH MEASUREMENTS ARE TAKEN IN THREE (3) POSITIONS: INNER, OUTER, AND MIDDLE POSITIONS; ANY MEASUREMENT BELOW 3/32" TREAD DEPTH EXCLUDES THE TIRE AND/OR WHEEL FROM COVERAGE.
- DD. FOR ANY TIRE OR WHEEL COSMETIC DAMAGE INCLUDING BUT NOT LIMITED TO SCUFFING OR DISCOLORATION CAUSED BY SCRAPING A CURB OR CAR WASH DAMAGE. FOR ANY SIDEWALL OR DAMAGE CAUSED BY IMPACTS WITH CURBS OR WHEEL LOCKS.

EE. FOR ANY REPROGRAMMING OR RELEARNING COSTS ASSOCIATED WITH THE REPLACEMENT OF TPMS DUE TO ROAD HAZARD.

FF. FOR TIRES OR WHEELS TRANSFERRED FROM YOUR VEHICLE TO ANOTHER VEHICLE.

GG. FOR ANY EXPENSE ASSOCIATED WITH THE MODIFICATION, REPLACEMENT, OR ALTERATION OF EXISTING TIRES AND WHEELS NECESSITATED BY THE REPLACEMENT OF OBSOLETE OR UNAVAILABLE TIRES AND WHEELS WITH CURRENT REPLACEMENT TIRES OR WHEELS IN EXCESS OF THE VALUE OF THE FAILED TIRE OR WHEEL.

HH. FOR ANY CARBON FIBER WHEELS.

## **IV. CONTRACT HOLDER'S RESPONSIBILITIES**

### **A. Maintenance Requirements and Service History**

**Vehicle Maintenance Requirements:** You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined, in the Owner's Manual for Your Vehicle. If an Owner's Manual is not provided, You can contact Your local dealer or Your Vehicle's manufacturer's website.

**Tire Maintenance Requirements:** You must maintain proper tire inflation at all times. Your Vehicle's tires must be checked and serviced in accordance with the manufacturer's recommendations, as outlined, in the Owner's Manual for Your Vehicle's tires. This includes alignments, tire rotations, and tire balancing. Use all reasonable means to protect Your Vehicle's tires and wheels from further damage when a known problem exists. You must replace any tire(s) when the tread depth is below three thirty-seconds (3/32") of an inch or lower. Tires that are replaced in compliance with Your Vehicle's manufacturer or tire manufacturer guidelines are covered for the remaining term of this contract.

**NOTE:** Your Owner's Manual lists different servicing recommendations based on driving habits, climate conditions and geographic location. You are required to follow the normal or severe maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage.

The Contract requires that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle, regardless if work was performed by You or a Repair Facility. "Proof" means repair orders from a Repair Facility and/or self-maintained maintenance log that has corresponding purchase receipts for oil and filter, coolant and brake system flush, etc. A self-maintained log without corresponding purchase receipts is not acceptable "Proof" of maintenance.

### **B. Filing a Contract Claim**

If Your Vehicle requires Road Service or Lockout Service, You must contact the Road Service processing center for prior approval and assistance at 844-757-0950 (24 hours a day, 7 days a week).

Towing, Rental, and Trip Interruption benefits are not available for Tire/Wheel Breakdowns.

If Your Vehicle incurs a Mechanical or Tire/Wheel Breakdown, You must take the following steps to file a claim:

- 1. Prevent Further Damage** - Take immediate action to prevent further damage. Your Contract contains a towing provision to provide assistance in the event of a covered Mechanical Breakdown. Towing reimbursement is available on covered claims and is limited to Your Contract restrictions. Your Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Your Vehicle warning lights and gauges, and taking appropriate action immediately to prevent further damage. Failure to do so may result in the denial or the limitation of Coverage.
- 2. Take Your Vehicle to a Repair Facility** - If your Vehicle breaks down, take Your Vehicle to any Repair Facility. In the event of tire or wheel damage, the Administrator reserves the right to select a comparable service provider in the area.
- 3. Provide Repair Facility with a Copy of Your Contract and/or Your Contract Number.**
- 4. Prior Approval** - Prior to any repair being made, instruct the Service Manager at the Repair Facility to contact the Administrator to obtain an authorization for the claim. **ANY CLAIM FOR REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED.** The Administrator can be contacted Monday through Friday, 8:00 a.m. to 8:00 p.m. (EST) at 833-319-0240 or via FAX at 512-257-4768 or via e-mail at [claims@acaadmin.com](mailto:claims@acaadmin.com). For Emergency Repairs (non-business hours only), after the Repair Facility has diagnosed the problem, and created a detailed estimate, please provide the Repair Facility with Your Contract number and instruct them to call the Emergency Claims number 844-757-0938 to initiate a claim. The Administrator reserves the right to inspect or require photographs of any Tire/Wheel Breakdown prior to authorization. Tire/Wheel Breakdowns are subject to claim denial if the covered tire or wheel are not available for inspection. The Administrator also retains the right to require that Your Vehicle be present during an inspection. The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.
- 5. Authorize Tear-Down and/or Inspection** - In some cases, You may need to authorize the Repair Facility to inspect and/or tear-down Your Vehicle in order to determine the cause of a Mechanical Breakdown and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made. In case of dispute, the Administrator reserves the right to remove the Vehicle from the Repair Facility.
- 6. Review Coverage** - After the Administrator has been contacted, review with the Service Manager at the Repair Facility to determine what will be covered by this Contract.

7. **Pay Any Applicable Deductible** - We will reimburse the Repair Facility or You for the cost of the work performed on Your Vehicle that is covered by this Contract and previously authorized, less any Deductible.
8. **Proof of Service and/or Repair** - To obtain payment for a covered repair You, or the Repair Facility must submit a legible copy or original repair order to the Administrator. Repair orders must be readable and understandable, and contain the following information: customer complaint, repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, Your name and signature, Repair Facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or Your self-maintained log with corresponding original receipts, may be requested by the Administrator for related repairs. Once authorization is obtained, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment.
9. **Hourly Labor Rate** –
  - A. **Mechanical Breakdown** - The maximum hourly labor rate to be paid on any covered Mechanical Breakdown will be determined based on average Repair Facility labor rates for the zip code area and Your Vehicle type as determined by the Administrator, but not to exceed one hundred twenty-five (\$125.00) dollars per labor hour. Any labor charges over one hundred twenty-five (\$125.00) dollars per labor hour will be Your responsibility in the event the repair facility will not accept our allowed rate and You choose to have repairs made at the Repair Facility.
  - B. **Tire/Wheel Breakdown** - The maximum hourly labor rate to be paid on any covered Tire/Wheel Breakdown will be determined based on average Repair Facility labor rates for the zip code area and Your Vehicle type as determined by the Administrator, but not to exceed thirty-five (\$35.00) dollars per labor hour per tire/wheel position. Any labor charges over thirty-five (\$35.00) dollars per labor hour per tire/wheel position will be Your responsibility in the event the repair facility will not accept our allowed rate and You choose to have repairs made at the Repair Facility.

## **V. GENERAL PROVISIONS**

This Contract, which includes the Registration Page is between You and Us, and is subject to all the terms and conditions contained herein:

### **A. Contract Period**

This Contract is subject to a **Waiting Period**. The **Waiting Period** is thirty (30) days and one thousand (1,000) miles from the **Contract Purchase Date** and Your Vehicle's odometer reading on the **Contract Purchase Date** or ninety (90) days and three hundred (300) miles from the **Contract Purchase Date** and Your Vehicle's odometer reading on the **Contract Purchase Date**, as shown on the **Registration Page**. However, the **Waiting Period** time and miles will be added to Your Contract's scheduled expiration. Therefore, the **Waiting Period** will not reduce the actual time/mileage during which You have **Coverage**. Claims incurred during the **Waiting Period** are not covered.

#### **1. New Vehicle Contracts**

If the box marked "New" is checked on the **Registration Page**, Your **Contract** expiration is measured in time/mileage from the **Contract Purchase Date** and zero (0) miles. The New Vehicle **Contract** chosen by You will expire based on the time or mileage from the **Contract Purchase Date**, and zero (0) miles, whichever occurs first.

#### **2. Pre-Owned Vehicle Contracts**

If the box marked "Pre-Owned" is checked on the **Registration Page**, Your **Contract** expiration is measured in time/mileage from the **Contract Purchase Date** and odometer mileage (at **Contract Purchase Date**). The Pre-Owned Vehicle **Contract** chosen by You, will expire based on the time or mileage from the **Contract Purchase Date** and the odometer mileage on **Contract Purchase Date**, whichever occurs first.

### **B. Coverage**

The **Coverage** afforded You for Your Vehicle is determined by the **Coverage** Information Section shown on the **Registration Page** and more fully described in Section II. **SCHEDULE OF COVERAGES**.

### **C. Limit of Liability**

#### **1. Per Repair Visit**

- a. **Mechanical Breakdown** – Our liability for any one (1) repair visit shall in no event exceed the Actual Cash Value of Your Vehicle. Actual Cash Value means the N.A.D.A. published average trade in value of Your Vehicle on the date of loss, taking age, condition and mileage into consideration. The valuation does not include the breakdown condition.
- b. **Tire/Wheel Breakdown** – Our liability for any one (1) repair visit shall in no event exceed four hundred (\$400.00) dollars.

#### **2. Aggregate**

- a. **Mechanical Breakdown** - The total of all benefits paid or payable while this **Contract** is in force shall in no event exceed the retail price that You paid for Your Vehicle (excluding tax, title and license fees).
- b. **Tire/Wheel Breakdown** - The total of all benefits paid or payable while this **Contract** is in force shall in no event exceed the lesser of two thousand (\$2000.00) dollars or the retail price that You paid for Your Vehicle (excluding tax, title, and license fees).

### **D. Deductible**

In the event of a **Breakdown** covered by this **Contract**, You may be required to pay a **Deductible**. To determine if a **Deductible** applies, and if so, the amount, please see the **Deductible** entry in the **Coverage** Information Section shown on the **Registration Page**. A **Deductible** payment is only required for **Mechanical Breakdown Coverages** that are listed under Section II. **SCHEDULE OF COVERAGES**, as contained in this **Contract**.

### **E. Transferring Coverage**

1. Your **Contract** may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this **Contract** is still in force. This **Contract** cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or

entity/individual in the business of selling vehicles. This **Contract** can only be transferred once and the transfer must be initiated by the original **Contract** purchaser. Further, once transferred, this **Contract** cannot be cancelled except by **Us**.

2. To transfer, the following must be submitted to the **Administrator** within thirty (30) days of the change of ownership to a subsequent individual purchaser:
  - a. Original **Contract** and **Registration Page**;
  - b. Transfer application signed by **You** and the purchaser of **Your Vehicle**. Call the **Administrator** to have a transfer application mailed, e-mailed, or faxed to **You**;
  - c. Seventy-five dollar (\$75.00) Transfer Fee made payable to the **Administrator**; and
  - d. Copies of all maintenance records may also be requested
3. Any manufacturer's warranty (if applicable) must also be transferred at the same time as vehicle ownership transfer. **NOTE:** The term and/or coverages under some vehicle manufacturer's warranties are reduced upon transfer to a subsequent vehicle owner. **Breakdowns** to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this **Contract** regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the **Administrator** at the time of submission of the transfer application. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with Section IV. CONTRACT HOLDER'S RESPONSIBILITIES Paragraph A. Maintenance Requirements and Service History as contained in this **Contract**. If these requirements are not met, the **Administrator** has the right to deny the transfer of this **Contract**.

## F. Cancellation of Your Contract

### 1. Cancellation By You

**You** may cancel this **Service Contract** at any time by:

- a. Contacting the **Seller** to request cancellation forms, or
- b. Mailing written notice to the **Seller** to cancel the **Contract**, or
- c. Providing written notice to the **Administrator, PO Box 2085, Dublin, OH 43017**.

In any instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

### 2. Cancellation By Us

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this **Service Contract** for any reason within ninety (90) days from the **Contract Purchase Date**. After ninety (90) days, **We** may cancel this **Service Contract**:

- If there has been a material misrepresentation or fraud;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and **You** have failed to repair the odometer;
- If **You** do not pay the **Contract Purchase Price**;
- If **Your Vehicle** is totaled, repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

### 3. Cancellation By Lienholder

If this **Service Contract** is financed, the Lienholder (shown on the **Registration Page**) may cancel the **Service Contract** in the event **You** default in **Your** obligation to such Lienholder or in the event **Your Vehicle** is declared a total loss or is repossessed. In this case, **Your** rights under this **Contract** are transferred to the lien holder and the lien holder is also entitled to any resulting refund. In the event **Your Contract** is cancelled due to non-payment, **You** forfeit any and all refund rights.

### 4. How Refunds are Calculated

If this **Service Contract** is canceled within thirty (30) days from the **Contract Purchase Date** and a claim has not been incurred, **We** will refund the entire **Premium**, unless otherwise indicated by **Your** state (See Section VI. Special State Requirements). After thirty (30) days or if **You** have incurred a claim, **We** will refund an amount of the **Premium** according to the pro-rata method reflecting the greater of days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less a seventy-five (\$75.00) administrative fee and less any previously paid claims unless otherwise indicated by **Your** state (See Section VI. Special State Requirements). All refunds will be paid to the Lienholder if any, otherwise to **You**.

In the event this **Service Contract** is cancelled and no claims have been filed, **We** may, at **Our** discretion, offer **You** a continuation of **Your Contract** until such time as **Your Vehicle** reaches a future expiration date or odometer reading, whichever occurs first. The future expiration date or odometer reading shall be determined by calculating the percentage of the **Contract Purchase Price** that has been paid to date and applying this percentage to the original **Service Contract** total months and total miles as provided on the **Registration Page**. In the event **You** accept this offer, **We** shall send you an Amendment to **Your Contract** evidencing the change in the **Service Contract** expiration date and odometer reading, whichever occurs first. **Your** amended **Service Contract** shall be paid in full if this option has been extended to **You** and accepted by **You**.

## G. Our Rights to Recover Payment

If **You** have a right to recover against another party for anything **We** have paid under this **Contract**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

## H. Dispute Resolution - Arbitration

This **Service Contract** requires binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this Arbitration provision, **You** give up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or a jury. **You** also agree not to participate as a class representative or class member in any



class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **You** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each separately select an arbitrator and pay the expense of the arbitrator selected by that party. The two (2) arbitrators will select a third arbitrator called an "umpire." The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1 et. seq.) and not by any state law under this **Service Contract**. The laws of the state of Ohio (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **Service Contract**, and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

#### **I. Insurance**

The obligations under this **Service Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim within 60 days after proof of loss has been filed with **Us**, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

## **VI. SPECIAL STATE REQUIREMENTS**

### **(1) Alabama**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended to include:

If **You** cancel this **Service Contract** within thirty (30) days from the **Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this **Service Contract** to the **Seller** or the **Administrator**. The seventy-five (\$75.00) administrative fee is deleted and replaced with a twenty-five dollar (\$25.00) administrative fee.

**V. Contract General Provisions – Section H “Dispute Resolution – Arbitration”** is amended as follows:

References to the state of Ohio are replaced with Alabama.

### **(2) Arizona**

Nothing in **Your Contract** prevents, limits or waives the rights of the **Contract** holder to file a complaint against **Us**, or seek remedy available thereto, with the Arizona Department of Insurance.

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended as follows: A twenty-five dollar (\$25.00) or 10% of the gross amount paid, whichever is less is applicable.

**You** may cancel this **Contract** by submitting a written request to the **Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first thirty (30) days from the **Contract Purchase Date**, **We** or the **Seller** will refund **You** one hundred percent (100%) of the **Contract Purchase Price** with no deductions for any **Claims** or pending **Claims**. After the first thirty (30) days from the **Contract Purchase Date**, **We** or the **Seller** will refund **You** a pro-rated amount of the **Contract Purchase Price**, based on the lesser of the months or miles remaining, based on the lesser of the months of miles remaining, less an administrative fee of \$25.00 or 10% of the gross amount paid, whichever is less.

**We** may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) Pre-existing conditions, (3) prior use or unlawful acts relating to the covered **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for **Coverage** under the program. Additionally, **Your Contract** cannot exclude Pre-existing conditions if such conditions were known or should reasonably have been known by **Us** or the **Seller** on **Our** behalf.

### **(3) Arkansas**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended as follows: A fifty-dollar (\$50.00) cancellation fee is applicable.

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** does not apply in the state of Arkansas.

### **(4) Colorado**

**Our** obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, Policy Number: SFM-5772-CO-1.

### **(5) Connecticut**

**You** have the right to cancel this **Contract** if **Your Vehicle** is returned or sold, lost, stolen or destroyed.

The **Coverage** afforded by this **Service Contract** is still available should the **Service Contract** period lapse while **Your Vehicle** is in the custody of a **Repair Facility** for a covered repair.

**V. Contract General Provisions –Section H “Dispute Resolution – Arbitration”** is amended to include:

Parties shall first make reasonable efforts to resolve disputes over the terms of the warranty using mediation prior to arbitration. The State of Connecticut has established an arbitration process to settle disputes between **You** and **Us** arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of this **Service Contract**.

**V. Contract General Provisions – Section I “Insurance”** is deleted in its entirety and replaced by the following:

The obligations under this **Service Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim within 60 days after proof of loss has been filed with **Us**, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222

**(6) Georgia**

In the state of Georgia, the **Waiting Period** shall not exceed 30 days.

**III. What is Not Covered – Section D is amended to include:**

**Any reference to ‘sludge build-up’ within this exclusion is deleted in its entirety.**

**III. What is Not Covered – Section H is deleted in its entirety and replaced with the following:**

**IF SUBSEQUENT TO YOUR PURCHASE OF THIS SERVICE CONTRACT, 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 DAMAGE RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, EMISSIONS AND/OR EXHAUST SYSTEM MODIFICATIONS, ELECTRONICS OR PERFORMANCE MODIFICATIONS.**

**III. What Is Not Covered - Section Q is deleted in its entirety.**

**III. What Is Not Covered - Section U is revised to read as: “For any Breakdown, if the repair information provided by You is not true.”**

**IV. Contract Holder’s Responsibilities - Section B “Filing a Claim – Authorize Tear-Down and/or Inspection” is deleted in its entirety.**

**V. Contract General Provisions – Section F “Cancellation of Your Contract” is deleted in its entirety and replaced by the following:**

**1. Cancellation By You**

**You**, or a person authorized by **You**, may cancel this **Service Contract** at any time by:

- a. Returning to the **Seller** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Seller** to cancel the **Contract**.
- c. If **You** are unable to return the **Seller**, **You** must provide written notice to the **Administrator**.

In either instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Service Contract**, **You** will receive one hundred percent (100%) of the unearned pro-rata **Contract Purchase Price**, less an administrative fee of fifty dollars (\$50.00) or ten percent (10%) of the unearned pro-rata **Contract Purchase Price**, whichever is less. The refund will be paid to the Lienholder if any, otherwise to **You**.

**2. Cancellation By Us**

**We** may cancel this **Service Contract**:

- In the event of fraud;
- In the event of material misrepresentation; or
- If **You** do not pay the **Contract Purchase Price**.

If **We** cancel this **Service Contract**, **We** will mail **You** written notice:

- At least ten (10) days prior to the effective date of cancellation if **You** do not pay the **Contract Purchase Price**;
- or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If **We** cancel this **Service Contract**, **You** will receive one hundred percent (100%) of the unearned pro-rata **Contract Purchase Price**. The refund will be paid to the Lienholder if any, otherwise to **You**.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** Lienholder (shown on the **Application** page) to cancel this **Service Contract** and receive the refund. Should **We** fail to refund the unearned consideration, **You** have the right to receive the refund directly from American Bankers Insurance Company of Florida.

**V. Contract General Provisions – Section H “Dispute Resolution – Arbitration” is deleted in its entirety.**

**(7) Idaho**

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

**V. Contract General Provisions – Section F “Cancellation of Your Contract” is amended as follows: A fifty-dollar (\$50.00) cancellation fee is applicable.**

**(8) Illinois**

**V. Contract General Provisions – Section F “Cancellation of Your Contract - How Refunds are Calculated” is amended to include:**

The seventy-five (\$75.00) administrative fee is deleted and replaced with an administrative fee of fifty dollars (\$50.00) or ten percent (10%) of the refund amount whichever is less.

**(9) Indiana**

**Your** proof of payment to the **Seller** for this **Service Contract** shall be considered proof of payment to the insurance company, which guarantees **Our** obligation to **You**, providing such insurance was in effect at the time **You** purchased this **Service Contract**.

**(10) Iowa**

Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738.

**V. Contract General Provisions – Section F “Cancellation of Your Contract” is amended to add the following:**

If **You** are the original **Contract** holder and **You** cancel this **Contract**, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. If **You** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

**(11) Kentucky**

Transfer fee is not applicable. Cancellation fee is not applicable.

**II. Contract Schedule of Coverages – Items 15 and 16** are deleted.

**(12) Louisiana**

This **Contract** is not insurance and is not regulated by the Department of Insurance. Any concerns or complaints regarding this **Contract** may be directed to the Attorney General.

**(13) Maryland**

A service contract is extended automatically when the provider fails to perform the services under the service contract. The service contract does not terminate until the services are provided in accordance with the terms of the service contract.

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended as follows:

If **You** are the original **Contract** holder and **You** cancel this **Contract** within thirty (30) days of the original **Contract** effective date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

After sixty (60) days, **We** cannot cancel this **Contract** except:

1. when there exists:
  - a. a material misrepresentation or fraud at the time of sale of the **Contract**;
  - b. a matter or issue related to the risk that constitutes a threat to public safety; or
  - c. a change in the condition of the risk that results in an increase in the hazard insured against;
2. for non-payment of **Premium**; or
3. due to the revocation or suspension of the driver’s license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

If **Your Contract** is financed, the insurer shall return any gross unearned **Premiums** that are due under the insurance **Contract**, computed pro rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. The transfer fee does not apply in Maryland.

Should **We** fail to pay any claim or make any refund or consideration within sixty (60) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a claim directly with American Bankers Insurance Company of Florida. The written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

**(14) Massachusetts**

The following wording is added:

**NOTICE TO YOU: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.**

**(15) Minnesota**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended to add the following:

A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the **Contract** to the obligor. If **We** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for non-payment of **Premium**, material misrepresentation or substantial breach of duties by **You**.

**(16) Mississippi**

**V. Contract General Provisions – Section F “Cancellation of Your Contract – Cancellation By Us”** is deleted in its entirety and replaced with the following:

**We** may cancel this **Contract** for the following reasons:

- If **You** do not pay the **Contract Purchase Price**;
- A material misrepresentation by **You** to **Us**;
- A substantial breach of duties by **You** relating to **Your Vehicle**.

**V. Contract General Provisions – Section F “Cancellation of Your Contract – How Refunds Are Calculated”** is amended to include:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after cancellation of the **Service Contract** by **You**.

The administrative fee is seventy-five dollars (\$75) or ten percent (10%) of the **Contract Purchase Price**, whichever is less.

The pro-rata refund will be based off the number of days the **Contract** has been in force.

**V. Contract General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety.

**(17) Missouri**

**Definitions – “We”, “Us”, and “Our”** definition is amended to include: **“Provider”**.

**V. Contract General Provisions –Section F “Cancellation of Your Contract - Cancellation by You”** is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the **Contract Purchase Date** and **You** have not incurred a

claim, then **We** will also pay a ten percent (10%) penalty per month for the period that this refund has not been paid by to the **Seller** or the **Administrator**, should the required refund not be paid within thirty (30) days of **Our** receipt of the canceled **Service Contract**. Should a penalty be due and owing, then **We** will pay it to the lienholder, if any, otherwise to **You**.

Cancellation by **You** will become effective as of the date the written notice of **Your** cancellation is received by **Us**. **We** will mail **You** written notice of **Our** receipt and resulting cancellation of **Your Service Contract** within fifteen (15) days of the date of cancellation.

**V. Contract General Provisions – Section I “Insurance”** is amended to include:

A claim against the **Provider** may also include a claim for return of the unearned **Provider** fee.

#### **(18) Nebraska**

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** is deleted in its entirety and replaced with the following:

Any claim or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) no arbitrator shall have the authority to award punitive damages or attorney’s fees;
- b) neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

#### **(19) Nevada**

**Registration Page – “Declarations”, Item 2** is deleted in its entirety and replaced with:

This is a **Registration** for a **Service Contract** between the **Contract** holder and the obligor (**We, Us and Our**). **We, Us and Our** mean Global Auto Solutions, Inc. located at 425 Metro Place N, Suite 300, Dublin, OH 43017, 1-833-319-0240.

**III. WHAT IS NOT COVERED – EXCLUSION I** is deleted in its entirety and replaced with the following:

**IF SUBSEQUENT TO YOUR PURCHASE OF THIS CONTRACT, ALTERATIONS OR MODIFICATIONS ARE MADE TO YOUR VEHICLE THAT ARE NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER OR, IF YOU USE YOUR VEHICLE IN A MANNER NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER, COVERAGE WILL CONTINUE TO BE PROVIDED ONLY FOR COVERED COMPONENTS/PARTS THAT ARE UNRELATED TO THE UNAUTHORIZED ALTERATIONS OR MODIFICATION. COVERAGE WILL NOT BE CONTINUED FOR, ANY DAMAGES RELATING TO, OR RESULTING FROM, THE UNAUTHORIZED ALTERATIONS OR MODIFICATIONS. UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED ALTERATIONS AND/OR MODIFICATIONS INCLUDE BUT ARE NOT LIMITED TO DAMAGES RESULTING FROM: THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES, TRAILER HITCHES, ENGINE MODIFICATIONS, TRANSMISSION OR DRIVE AXLE MODIFICATIONS, EMISSION AND/OR EXHAUST MODIFICATIONS, ELECTRONICS OR PERFORMANCE MODIFICATIONS.**

**V. Contract General Provision – Section A “Contract Period,” first paragraph** is deleted in its entirety and replaced with:

**COVERAGE UNDER THIS CONTRACT BEGINS ON THE CONTRACT PURCHASE DATE SHOWN ON THE REGISTRATION PAGE AND WILL EXPIRE ACCORDING TO THE TIME AND/OR MILEAGE OF THE TERM/MILES SELECTED, WHICHEVER OCCURS FIRST, AS SHOWN ON THE REGISTRATION PAGE. IF THIS CONTRACT WAS PURCHASED MORE THAN (10) DAYS FROM THE VEHICLE PURCHASE DATE OR, IF YOU DID NOT PURCHASE YOUR VEHICLE FROM THE SELLER, THEN A MANDATORY WAITING PERIOD WILL APPLY BEFORE COVERAGE BEGINS. THE WAITING PERIOD IS THIRTY (30) DAYS AND ONE THOUSAND (1,000) MILES FROM THE CONTRACT PURCHASE DATE AND YOUR VEHICLE’S ODOMETER READING ON THE CONTRACT PURCHASE DATE. HOWEVER, AN ADDITIONAL ONE (1) MONTH AND ONE THOUSAND (1,000) MILES WILL BE ADDED TO YOUR CONTRACT’S SCHEDULED EXPIRATION. THEREFORE, THE WAITING PERIOD WILL NOT REDUCE THE ACTUAL TIME/MILEAGE DURING WHICH YOU HAVE COVERAGE. CLAIMS INCURRED DURING THE WAITING PERIOD ARE NOT COVERED.**

**V. Contract General Provisions – Section F “Cancellation by Us”** is amended as follows:

If **We** cancel this **Service Contract**, **We** will mail **You** written notice at least thirty (30) days prior to cancellation. **We** may cancel this **Service Contract** for any reason within seventy (70) days from the **Contract Purchase Date**.

No **Service Contract** that has been in effect for at least seventy (70) days may be cancelled by **Us** 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 the increase in the service required under the **Service Contract**;
- (c) Discovery of fraud or material misrepresentation by the **Contract** holder in obtaining the **Service Contract**, or in presenting a claim for service there under;
- (d) Discovery of:
  1. An act or omission by the **Contract** holder which has occurred after the effective date of the **Service Contract**;  
or
  2. A violation by the **Contract** holder of any condition of the **Service Contract**, which has occurred 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.
- (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.

In addition, if the **Contract** is cancelled for any one of these reasons, the cancellation fee will not be charged.

No cancellation of a **Service Contract** may be effective until at least 15 days after the notice of cancellation is mailed to the **Contract** holder.

This **Contract** is not renewable by the **Contract** holder.

**V. Contract General Provisions – Section F “How Refunds are Calculated”** is amended as follows:

If this **Service Contract** is canceled within thirty (30) days from the **Contract Purchase Date** and a claim has not been incurred, **We** will refund the entire **Contract Purchase Price**. A ten percent (10%) penalty per month of the **Contract Purchase Price** shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Seller** or the **Administrator**, whether before or after sixty (60) days from the **Contract Purchase Date**. The penalty will apply to each 30 day period or portion thereof and any accrued penalties that remain unpaid. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this contract. A twenty-five dollar (\$25.00) cancellation fee will apply to any cancellation occurring after the first sixty (60) days. No cancellation fee will apply if the **Contract** is canceled by **Us**.

In the event this **Service Contract** is cancelled and no claims have been filed, **We** may, at **Our** discretion, offer **You** a continuation of **Your Contract** until such time as **Your Vehicle** reaches a future expiration date or odometer reading, whichever occurs first. The future expiration date or odometer reading shall be determined by calculating the percentage of the **Contract Purchase Price** that has been paid to date and applying this percentage to the original **Service Contract** total months and total miles as provided on the **Registration Page**. In the event **You** accept this offer, **We** shall send you an Amendment to **Your Contract** evidencing the change in the **Service Contract** expiration date and odometer reading, whichever occurs first. **Your** amended **Service Contract** shall be paid in full if this option has been extended to **You** and accepted by **You**.

**V. Contract General Provisions – Section H. Dispute Resolution–Arbitration** – is deleted in its entirety and replaced by the following:

This **Service Contract** allows for non-binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of actual repair or replacement arising from a **Breakdown**). Under this arbitration provision, **You** have not given up **Your** right to resolve any dispute from this **Service Contract** by a judge and/or jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date of **Breakdown** occurred or the dispute arose. **You** and **We** will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1et.seq.) and not by any state law under this **Service Contract**. The laws of the state of Nevada (without giving effect to its conflict-of-law principles) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

**(20) New Hampshire**

**V. Contract General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted in its entirety.

**V. Contract General Provisions – Section I “Insurance”** is amended to include:

If **You** are not satisfied with the insurance company’s response, **You** may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261. **Administrator** is defined in this **Contract** as American Colonial Administration, LLC. The obligor is Global Auto Solutions, Inc. dba Centennial Global Solutions.

**(21) New Mexico**

**Final contract price to be determined prior to presentation to consumer for signature.**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is revised to add the following:

No **Contract** that has been in effect for at least seventy (70) days will be cancelled by the obligor before the expiration of the agreed term or one (1) year after the **Contract Purchase Date**, whichever occurs first, except on any of the following grounds:

1. Failure by **You** to pay an amount when due;
2. Conviction of **You** of a crime that results in an increase in the service required under the **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the **Contract Purchase Date** and substantially and materially increased the service required under the **Contract**: a. An act or omission by **You**; or b. A violation by **You** of any condition of the **Contract**.

The right to void this **Contract** is not transferable and applies only to the original **Contract** holder. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. The cancellation fee does not apply in New Mexico.

**(22) New York**

**Definitions – “We, Us and Our”** is deleted and replaced with:

**We, Us and Our** mean IAS Warranty Inc. located at P.O. Box 204329, Austin, TX 78720 . 855-807-2885.

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended to include:

If **You** cancel this **Service Contract** within sixty (60) days from the **Contract Purchase Date** and **You** have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this **Service Contract** to the **Seller** or the **Administrator**.

**(23) Ohio**

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

**(24) Oklahoma**

Service Warranty License Number: 864053

This is not an insurance contract.

The following wording is added:

**Coverage** afforded under this **Service Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association. **This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is deleted in its entirety and replaced by the following:

**F. Cancellation of Your Contract**

**1. Cancellation By You**

**You**, or a person authorized by **You**, may cancel this **Contract** at any time by:

- a. Returning to the **Seller** to complete and sign the cancellation forms.
- b. Mailing written notice to the **Seller** to cancel the **Contract**.
- c. If **You** are unable to return to the **Seller**, **You** must provide written notice to the **Administrator**.

In any instance above, the request must be accompanied by a notarized affidavit/statement indicating the odometer reading at the date of the request. The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective (except in the case of repossession, stolen or totaled vehicles). The **Administrator** may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at time of incident.

If **You** cancel this **Contract**, **You** will receive 100% of the unearned pro-rata **Premium**, less an administrative fee of \$50.00 or 10% of the unearned pro-rata **Premium**, whichever is less, less claims paid. The refund will be paid to the lienholder if any, otherwise to **You**.

**2. Cancellation By Us**

**We** may cancel this **Contract** for any reason within ninety (90) days from the effective date. After ninety (90) days, **We** may cancel this **Contract**:

- In the event of fraud;
- In the event of material misrepresentation;
- If **You** have failed to maintain **Your Vehicle** as prescribed by the manufacturer;
- If **You** do not pay the **Contract Purchase Price**;
- If **Your Vehicle** is totaled, is repossessed or has a salvage title; or
- If **You** use **Your Vehicle** in any manner not covered by this **Service Contract**.

If **We** cancel this **Contract**, **We** will mail **You** written notice at least thirty (30) days prior to the effective date of cancellation.

If **We** cancel this **Contract**, **You** will receive 100% of the unearned pro-rata **Premium**. The refund will be paid to the lienholder if any, otherwise to **You**.

If this **Service Contract** is financed and **Your Vehicle** is a total loss or is repossessed, **You** authorize **Your** lienholder (shown on the Application page) to cancel this **Contract** and receive the refund.

Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts.

**V. Contract General Provisions – Section H “Dispute Resolution-Arbitration”** is deleted in its entirety and replaced by the following:

This **Service Contract** allows for non-binding arbitration if there is an unresolved dispute between **You** and **Us** concerning this **Service Contract** (including the **Reasonable Cost** of, lack of or actual repair or replacement arising from a **Breakdown**). Under this arbitration provision, **You** have not given up **Your** right to resolve any dispute arising from this **Service Contract** by a judge and/or jury. In arbitration, a group of three arbitrators (each of whom is independent, neutral third party) will give a decision after hearing **Your** and **Our** positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration. However, the decision of the arbitrators will not be binding and may be reviewed or changed by, or appealed to, a court of law. To start arbitration, either **You** or **We** must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the **Breakdown** occurred or the dispute arose. **You** and **We** will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by **You** and **Us**. Unless otherwise agreed to by **You** and **Us**, the arbitration will take place in the county and state in which **You** live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. 1 et seq.) and not by any state law under this **Service Contract**. The laws of the state of Ohio (without giving effect to its conflict of law principals) govern all matters arising out of or relating to this **Service Contract** and all transactions contemplated by this **Service Contract**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Contract**.

This **Contract** may be subject to a **WAITING PERIOD**, which is defined in **V. Contract General Provisions - Section A “Contract Period.”**

**(25) Oregon**

**IV. Contract Holder’s Responsibilities – Section B “Filing a Contract Claim”** is amended to add the following: For Emergency Repairs (non-business hours only), after the Repair Facility has diagnosed the problem, and created a detailed estimate, please provide the Repair Facility with Your Contract number and instruct them to call the Emergency Claims number (1-877-809-1902) to initiate a claim.

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** is deleted in its entirety and replaced with the following:

If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of **You**. Arbitration shall occur in Oregon and according to Oregon laws.

**(26) South Carolina**

**South Carolina resident only:** In the event of a dispute with the obligor of this **Contract**, you may contact the South

Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or at 1.800.768.3467. This agreement is not an insurance contract. A 10% penalty per month shall be added to a refund that is not paid within forty-five (45) days after return of the **Service Contract** to the obligor.

The purchase of this **Contract** is not required in order to purchase or lease a vehicle or obtain vehicle financing.

#### **(27) Texas**

If **You** have any questions regarding the regulation of this **Contract** or a complaint against the **Administrator**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado St., Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, 1.800.803.9202.

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended to add the following:

A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Contract** to **Us**. If a covered claim is not paid within forty-five (45) days after proof of loss has been filed with the **Administrator** by **You**, **You** may file a claim directly with American Bankers Insurance Company of Florida. The written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.

If **We** cancel this **Contract** for any reason other than non-payment of the **Contract Purchase Price** or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation. **Administrator** is defined in this **Contract** as American Colonial Administration, LLC.

#### **(28) Utah**

**Coverage** afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association. This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**IV. Contract Holder’s Responsibilities** section is amended to add the following:

If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract**, it does not invalidate a claim made by **You** if **You** show 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.

**IV. Contract Holder’s Responsibilities** section is further revised to add the following:

If an emergency occurs which requires a covered **Breakdown** repair to be made at a time when the **Administrator’s** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the claim procedures outlined in this section with the exception of 4 – **Prior Approval**. After following these instructions, contact the **Administrator** for claim instructions on the next business day, at 1-833-319-0240, or as soon as reasonably possible.

**V. Contract General Provisions – Section F “Cancellation of Your Contract – Cancellation by Us”** is replaced with the following:

If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to the last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the **Contract Purchase Price**;
2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.
  - (i) material misrepresentation;
  - (ii) substantial change in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the **Contract**;
  - (iii) substantial breaches of contractual duties, conditions, or warranties.

**V. Contract General Provisions – Section F “Cancellation of Your Contract – How Refunds Are Calculated”** is amended to add the following:

No administrative fee shall apply if the **Contract** is cancelled by **Us**.

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** is deleted in its entirety and replaced with the following:

Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from **Us**. Any decision reached by arbitration shall be binding upon both **You** and **Us**. The arbitration award may include attorney’s fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**Payment Terms:** This **Contract** can be purchased by using Cash/Credit Card or Financed as part of **Your** vehicle loan.

#### **(29) 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.

#### **(30) West Virginia**

The cancellation fee does not apply in West Virginia.

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** is amended to add the following:

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator’s fee shall be made by **Us** if **Coverage** is found to exist. If **Coverage** is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

**(31) Wisconsin**

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

**Registration Page – Declarations Item 4** is deleted in its entirety and replaced with:

This is a **Registration** for a **Service Contract** between the **Contract** holder and the **Obligor/Provider (We, Us, and Our)**. **We, Us, and Our** means Global Auto Solutions, Inc., 425 Metro Place N, Suite 300, Dublin, OH 43017, 1-833-319-0240.

**Definitions –** The definition for “**Contract Purchase Price** and/or **Premium**” is deleted in its entirety and replaced with: **Contract Charge, Premium** and/or **Provider Fee** means the amount **You** paid for this **Service Contract**, as shown on the **Registration Page**.

**Definitions –** The definition for “**We, Us, and Our**” is deleted in its entirety and replaced with:

**We, Us, and Our** means the **Obligor/Provider** of this **Service Contract** as indicated on the **Registration Page**.

**IV. Contract Holder’s Responsibilities - Section B “Prior Approval”** is revised to add the following:

Failure to receive preauthorization will not cause **Your** claim to be denied, but **You** should contact the **Administrator** as soon as reasonably possible.

**IV. Contract Holder’s Responsibilities - Section B “Proof of Repair or Replacement”** is deleted in its entirety and replaced with the following:

To obtain payment for a covered **Breakdown**, **You** or the **Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following:

authorization number, authorized amount, **Your** name, address, phone number and signature; **Repair Facility** name, address, and phone number; Vehicle Identification Number (VIN), **Vehicle** mileage and repair date; **Your** description of the **Breakdown** and the **Repair Facility’s** description of the diagnosis and repair; part numbers, part descriptions and prices; labor hours, labor descriptions, labor rate; and the total amount requested for payment. All documents pertaining to a claim must be submitted to **Us** as soon as reasonably possible and with one (1) year from the date of the covered **Breakdown** to be eligible for payment. Failure to provide receipts within this time period may result in the denial of reimbursement. When submitting **Your** claim for payment, send only photocopies of **Your** receipts. Keep the originals for **Your** records.

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is deleted in its entirety and replaced with the following:

**You** may cancel this **Contract** by submitting a written request to the **Seller** containing a copy of **Your Contract** and the current mileage on **Your Vehicle**. During the first sixty (60) days from the **Contract Purchase Date** and if **You** have not incurred a claim, **We** or the **Seller** will refund **You** 100% of the **Contract Charge**. After the first sixty (60) days from the **Contract Purchase Date** or if **You** have incurred a claim, **We** or the **Seller** will refund **You** a pro-rated amount of the **Contract Charge**, based on the lesser of the months or miles remaining, less a cancellation fee of fifty dollar (\$50.00) or ten (10%) percent of the **Contract Charge**, whichever is less, less claims paid.

**We** may cancel this **Contract** for material misrepresentation or fraud by the **Contract Holder**, non- payment of **Provider Fee**, or if the **Vehicle** is determined to be ineligible. If **We** cancel this **Contract**, **We** or the **Seller** will refund **You** 100% of the **Provider Fee** and **We** shall mail a written notice to **You** at **Your** last-known address at least five (5) days prior to canceling **Your Contract**. Included in the written notice, **We** shall notify **You** of the effective date of the cancellation and the reason for the cancellation.

A ten (10%) percent penalty per month shall be added to any refund amount outstanding that is not paid within forty-five (45) days of the date **You** cancel **Your Contract**.

If **Your Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the lienholder on the **Registration Page** to cancel this **Contract**.

In the event of a total loss of property covered by this **Service Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract**, **You** shall be entitled to cancel this **Service Contract** and receive a pro rata refund of any unearned **Provider Fee**, less any claims paid. In this event the refund should be calculated as outlined under s. 616.56 (18) law (pro rata - less claims paid).

**V. Contract General Provisions – Section G “Our Rights to Recover Payment”** is deleted in its entirety and replaced with the following:

After **You** are made whole, **Your** rights of recovery from anyone else becomes **Ours** up to the amount **We** have paid. **You** must protect these rights and help **Us** enforce them.

**V. Contract General Provisions – Section H “Dispute Resolution - Arbitration”** is deleted in its entirety.

**(32) Wyoming**

**V. Contract General Provisions – Section F “Cancellation of Your Contract”** is amended to add the following:

If **You** are the original **Contract** holder and **You** cancel this **Contract** within sixty (60) days of the original **Contract Purchase Date**, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least:

Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the **Contract Purchase Price**, a material misrepresentation by **You** to the obligor or a substantial breach of duties by **You** relating to the covered product or its use.

**V. Contract General Provisions – Section H “Dispute Resolution – Arbitration”** is deleted and replaced with the following:



At the time of any dispute, the parties may submit their matters of difference to binding arbitration if agreed upon by both parties in a separate written agreement.

**V. Contract General Provisions – Section I “Insurance”** is deleted in its entirety and replaced by the following:

Performance to **You** under this **Service Contract** is guaranteed by a Wyoming approved insurance company. The obligations under this **Service Contract** are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If **We** fail to pay or provide service on a claim within 60 days after proof of loss has been filed with **Us**, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-800-852-2244.