

INDIVIDUAL STATE VARIANCE REQUIREMENTS

If YOU purchased this CONTRACT in the state listed below, the following additional information applies to YOUR CONTRACT.

Nevada

Preexisting conditions are not covered by the contract. If the CONTRACT HOLDER cancels the contract within the "Free Look" period, the Provider will refund the purchase price within 45 days after the contract is returned. In addition, the Provider will pay the CONTRACT HOLDER a penalty of 10-percent of the purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid. The value of any claims paid will not, under any circumstance, be deducted from a refund to the CONTRACT HOLDER.

The Arbitration Section is amended to include the following: If this CONTRACT is sold in Nevada, Nevada law applies. Arbitration is not mandatory for Nevada CONTRACT HOLDERS. The CONTRACT HOLDER must affirmatively agree to arbitration. Irrespective of which court(s) the contract may be adjudicated by, it must be adjudicated in accordance with Nevada law, if the contract was sold in Nevada.

In accordance with NRS 690C.270 the following applies: Grounds for cancellation; date cancellation effective.

No service contract that has been in effect for at least 70 days may be cancelled by the provider before the expiration of the agreed term or 1 year after the effective date of the service contract, whichever occurs first, except on any of the following grounds:

- (a) Failure by the holder to pay an amount when due;
- (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract;
- (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder;
- (d) Discovery of:
 - (1) An act or omission by the holder; or
 - (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; or
 - (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.

2. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to the holder.

In accordance with NAC 690C.120 the following applies: Cancellation of contract: Refund of purchase price; cancellation fee.

1. Except as otherwise provided in this subsection, if a provider cancels a service contract pursuant to [NRS 690C.270](#), the provider shall refund to the holder the portion of the purchase price that is unearned by the provider. The provider may deduct any outstanding balance on the account of the holder from the amount of the purchase price that is unearned by the provider when calculating the amount of the refund. A provider who cancels a contract pursuant to [NRS 690C.270](#) may not impose a cancellation fee.

2. Except as otherwise provided in this section, if a holder who is the original purchaser of a service contract submits to the provider a request in writing to cancel the service contract in accordance with the terms of the contract, the provider shall refund to the holder the portion of the purchase price that is unearned by the provider.

3. If a holder requests the cancellation of a service contract pursuant to subsection 2, the provider may impose a reasonable cancellation fee if such a fee is provided for in the terms of the service contract.

4. When calculating the amount of a refund pursuant to subsection 2, the provider may deduct from the portion of the purchase price that is unearned by the provider:

(a) Any outstanding balance on the account of the holder; and

(b) Any cancellation fee imposed pursuant to this section.

5. Except as otherwise provided in this subsection, if the purchase price of a service contract is financed and the loan has not been paid in full by the holder, the provider may provide a refund to the holder pursuant to this section or [NRS 690C.250](#) by sending the refund to the lender. The amount of refund that may be sent to the lender must not exceed the holder's outstanding balance on the loan.

Section D.2.v. is amended to include: This CONTRACT will not be initially issued to any vehicle whose original warranty has ever been voided by the manufacturer. However, if this CONTRACT has already been issued and the manufacturer's warranty becomes void during the term of this CONTRACT, the OBLIGOR will not automatically suspend all coverage. The OBLIGOR will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, the OBLIGOR will continue to provide any other coverage under this CONTRACT, unless such coverage is otherwise excluded by the terms of this CONTRACT