

## INDIVIDUAL STATE VARIANCE REQUIREMENTS

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

### UTAH

Section F. 11. is amended to include: **Failure to file a claim within the time limit does not invalidate a claim if the CONTRACT HOLDER shows it was not reasonably possible to file within the listed time limit (U.C.A. 31A-21-312). Reimbursement for emergency repairs performed outside of normal business hours can be obtained by the CONTRACT HOLDER only if the CONTRACT HOLDER contacts US to file a claim within a reasonable timeframe after such emergency repairs are performed. Section F. 11. a. FAILURE must prevent safely operating YOUR vehicle and F. 11. d. emergency repair limit are not applicable in Utah.**

The Arbitration section is changed to read: In the event of any dispute concerning the interpretation of this CONTRACT by US and/or the OBLIGOR, it shall be resolved by arbitration in accordance with the rules of the Better Business Bureau ("BBB"). If YOU want a disputed matter to be resolved by the BBB, YOU must notify US or the OBLIGOR. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

The Cancellation section is amended to include: A statement that includes the reason for cancellation by the SERVICE CONTRACT PROVIDER/OBLIGOR shall be provided. The Cancellation section is amended to include the following: If YOUR CONTRACT has been in effect for at least 60 days, the SERVICE CONTRACT PROVIDER/OBLIGOR may cancel this CONTRACT before the expiration of the agreed TERM if: (a) YOU fail to pay an amount when due; (b) Discovery of fraud or misrepresentation by YOU in obtaining this CONTRACT or in presenting a claim for service thereunder; (c) Discovery of an act or omission by YOU or a violation by YOU of any substantial condition of this contract. Any outstanding balance due may be deducted from YOUR unearned pro rata refund. Cancellation by US for YOUR non-payment will be effective 10 days after delivery of OUR written notice to YOU, and 30 days after written notice for all other reasons for cancellation by US. OUR reason for cancellation of YOUR CONTRACT shall be included in the cancellation notice. Per Utah Code Ann. §31A-6a-104-(4), the definition of an emergency repair is anything outside normal business hours.

**The CONTRACT HOLDER may pay for this CONTRACT in full at the time of purchase, or if YOU qualify, financing the CONTRACT may be available. If YOU decide to finance this CONTRACT the finance company is responsible for disclosing the payment terms of this CONTRACT agreed to by YOU.** This service CONTRACT is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

