

For assistance, please
call 1-800-356-6459

P. O. Box 1088
Wheat Ridge, CO 80034-1088
Administration: (800) 445-4065
Claims: (800) 356-6459



Service
Agreement
Booklet

CARCHEX[®]
inspect & protect

V e h i c l e B r e a k d o w n P r o t e c t i o n



Supreme and
WRAP Coverage

NOTE TO THE CUSTOMER:
THIS AGREEMENT IS NOT VALID UNLESS A COMPLETED
APPLICATION PAGE COVERS THIS NOTICE.
THANK YOU.

CONGRATULATIONS

Congratulations on **Your Vehicle** purchase.
You have also selected a comprehensive
Vehicle Service Agreement giving
You peace of mind and security against
Breakdowns under the terms herein.

For assistance, please call 1-800-356-6459

Administrator:



P. O. Box 1088
Wheat Ridge, CO 80034-1088
Administration: (800) 445-4065
Claims: (800) 356-6459

TABLE OF CONTENTS

TOPIC/SECTION	PAGE
Application Page	Inside Front Cover
Definitions	1
Agreement Holders Maintenance Requirements	2
Limit of Liability	2
Filing A Mechanical Breakdown Claim	2-3
Schedule Of Coverages	3-4
Rental Reimbursement	4
Ancillary Benefits	4-5
What Is Not Covered	5-7
Renewability	7
Transfer Of Your Agreement	7
Cancellation Of Your Agreement	8

THINGS TO DO NOW

CUSTOMER AGREEMENT NUMBER

Please see the box labeled **Agreement** Number on the Application Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

VERIFY APPLICATION PAGE

The Application Page must be affixed to the inside front cover of this booklet to complete and validate this **Agreement**.

VERIFY COVERAGE

Check VSC Plan Type - Coverage is identified by the Plan Type as shown on the Application Page of this **Agreement**. Please compare the **Agreement** Plan on the Application Page with the corresponding **Coverage** as listed under the Schedule of Coverages section. If this box was left blank, or the **Agreement** Plan is inaccurate, contact the **Administrator** immediately.

Check Your Deductible - Please check the box labeled **Deductible** on your Application Page. A number should be in the box which identifies the portion of the covered repair **You** will be required to pay if **You** have a claim. If this box was left blank, contact the **Administrator** immediately.

DEFINITIONS

The following definitions apply to words frequently used in this **Agreement** and appear in bold-faced type:

You, Your - Means the **Agreement** holder shown on the **DECLARATION Section**, or the person to whom this **Agreement** was properly transferred.

Administrator - Means Prizm Administrative Solutions, Inc. In Wisconsin and Washington, Prizm Administrative Services of Wisconsin, Inc. means the **Administrator**.

We, Us, Our - Means (a) the dealer who sold or leased **Your Vehicle** to **You** (b) the vendor who sold this **Agreement** to **You** or (c) the **Administrator** named herein, as determined by state statute.

Agreement - Means this **Vehicle Service Agreement**.

DECLARATION Section - Means the section at the top of the front page which lists information regarding **You, Your Vehicle, Us**, and other vital information.

Coverage - Means the protection **You** selected as shown in this **Agreement**.

Your Vehicle - Means the **Vehicle** which is described on the **DECLARATION Section**.

Deductible - Means the amount **You** are required to pay, as shown on the **DECLARATION Section**, per repair visit for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this **Agreement**, there will be no **Deductible** for future repairs to that part.

Breakdown - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

AGREEMENT HOLDER'S MAINTENANCE REQUIREMENTS

1. **You** must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual. NOTE: **Your** Owner's Manual lists different servicing recommendations based on **Your** individual driving habits and climate conditions. **You** are required to follow the 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**.
2. Verifiable receipts must be retained for any service work. If **You** perform **Your** own service, **You** must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance, showing the date and odometer mileage when the services were performed.

LIMIT OF LIABILITY

Our liability for any one repair visit shall in no event exceed the actual cash value of **Your Vehicle** before **Breakdown** as determined by standard industry guides at the time of the repair visit. The total of all Coverages and benefits paid or payable under this **Agreement** shall not exceed the price **You** paid for **Your Vehicle**.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of **Your Vehicle**, loss of time, inconvenience, and commercial loss resulting from the operation, maintenance, or use of **Your Vehicle** is expressly excluded. However, this exclusion may not apply in some states which disallow the exclusion of consequential or incidental damages.

FILING A MECHANICAL BREAKDOWN CLAIM

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

1. **Prevent Further Damage** - Take immediate action to prevent further damage. This **Agreement** will not cover the damage caused by continued operation or by not securing a timely repair of the failed component.
2. **Take Your Vehicle to a Licensed Repair Facility** - If **Your Vehicle** breaks down, return to the selling dealer. If this is not possible, take **Your Vehicle** to any licensed repair facility.
3. **Provide the Repair Facility with a Copy of Your Agreement and/or Your Agreement Number.**
4. **Obtain Authorization from the Administrator** - 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 except as provided under Emergency Repairs (#8 below). The amount authorized by the **Administrator** is the maximum amount that will be paid for repairs covered under the terms of this **Agreement**. 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 and cost of the repair. **You** will be responsible for these charges if the failure is not covered under this **Agreement**. **We** reserve the right to require an inspection of **Your Vehicle** prior to any repair being made.
6. **Review Coverage** - After the **Administrator** has been contacted, review with the service manager what will be covered by this **Agreement**.
7. **Pay any Applicable Deductible** - **You** must pay to the repair facility any **Deductible** per repair visit. **We** will reimburse the repair facility or **You** for the cost of the work performed on **Your Vehicle** that is covered by this **Agreement** and previously authorized, less the **Deductible**. 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. If **You** cannot take **Your Vehicle** back to the selling dealership and an alternate repair facility will not accept **Our** authorization number for payment, **We** can make payment by **Our** credit card.
8. **Emergency Repairs** - Should an emergency occur which requires a repair of a **Breakdown** to be made at a time when the **Administrator's** office is closed, follow the claims procedures above without authorization, and **We** will make reimbursement to **You** or to the repair facility in accordance with the **Agreement** provisions. **You** must call the **Administrator's** office within five (5) business days from the date of repair to determine if such repair will be covered by this **Agreement**.

FOR CLAIM ASSISTANCE, PLEASE CONTACT THE ADMINISTRATOR AT 1-800-356-6459

MECHANICAL BREAKDOWN

In the event of a **Breakdown**, **We** will pay for the reasonable cost to repair or replace the part, less any **Deductible**, in accordance with the general provisions contained in this **Agreement**. Replacement parts may be new, remanufactured, or parts of like kind and quality such as serviceable used parts. Labor will be paid out of a nationally recognized labor manual.

VEHICLE WRAP COVERAGE

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of all parts except for Engine, Transmission, Transfer Case, Drive Axle and those listed under the WHAT IS NOT COVERED Section, less the **Deductible**, in accordance with the general provisions contained in this **Agreement**. The manufacturer is responsible for their basic powertrain warranty.

SUPREME COVERAGE

We will pay or reimburse **You** for reasonable costs to repair or replace any **Breakdown** of all parts except those listed under the WHAT IS NOT COVERED Section, less the **Deductible**, in accordance with the general provisions contained in this **Agreement**.

ANCILLARY BENEFITS

No **Deductible** applies to the following:

RENTAL BENEFIT

In the event of a covered **Breakdown**, **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** on the following basis, up to a maximum of thirty dollars (\$30) per day and a maximum of one hundred fifty dollars (\$150) for each repair visit:

Total Repair Costs	\$0 to \$200	\$201 to \$400	\$401 to \$700	\$701 to \$1,000	\$1,000 +
Maximum # of Days	1	2	3	4	5

TOWING AND ROAD SERVICE BENEFIT

In the event of a covered **Breakdown**, **We** will pay or reimburse **You** for receipted towing or road service expenses up to fifty dollars (\$50) per occurrence. Any payment shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service coverage.

TIRE SERVICE

In the event **Your Vehicle's** tire incurs damage from a road hazard, **We** will pay for receipted expenses for tire repair or, if non-repairable, for tire replacement up to a maximum of twenty dollars (\$20) for each tire repair or one hundred dollars (\$100) for each tire replacement.

LOST KEY/LOCKOUT

In the event the keys for **Your Vehicle** are lost, broken or accidentally locked in **Your Vehicle**, **We** will reimburse **You** for receipted expenses, up to a maximum of thirty-five dollars (\$35), for locksmith services.

TRIP INTERRUPTION

In the event a **Breakdown** covered by this **Agreement** occurs more than one hundred (100) miles from **Your** home and results in a repair facility keeping **Your Vehicle** overnight, **We** will reimburse **You** for receipted motel and restaurant expenses, up to seventy-five dollars (\$75) per day for a maximum of three (3) days total benefit per occurrence of two hundred twenty-five dollars (\$225).

WHAT IS NOT COVERED

This **Agreement** does not provide **Coverage**:

a. For any of the following vehicles:

- 1) Vehicles that do not have valid manufacturer VINs, or are title branded as salvage, junk, rebuilt, totaled or flood damaged;
- 2) Vehicles over 13,500 lbs. GVW;
- 3) If any modifications or alterations have been made to **Your Vehicle** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust systems modifications, or engine modifications;
- 4) If **Your Vehicle** is used for towing a trailer or another **Vehicle** or object unless **Your Vehicle** is equipped with factory-installed or factory-authorized tow package; or is used as a commercial unit; or is used for rental, taxi, limousine or shuttle, commercial delivery, towing or road repair operations, construction, job site activities, commer-

cial hauling, police, volunteer fire department, paramedics or emergency vehicle application, principally off-road use, prearranged or organized racing or competitive driving, snow removal, route-work, service or repair; and or

- 5) If **Your Vehicle's** odometer has ceased to operate and odometer repairs have not been made immediately, or the odometer has been altered in any way since **You** have had title to **Your Vehicle**.

- b. For maintenance services and parts described in **Your Vehicle's** Owner's Manual as supplied by the manufacturer and other normal maintenance services and parts which include, but are not limited to: Alignments, Wheel Balancing, Tune-ups, Spark Plugs, Spark Plug Wires, Glow Plugs, Hoses (except Steering and Air Conditioning), Drive Belts, Brake Pads, and Brake Linings or Shoes, Wiper Blades, Shop Supplies and Hazardous Waste Disposal Fee. Filters, Lubri-

- cants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a **Breakdown**.
- c. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when **You** purchased this **Agreement**), or a repairer's guarantee/warranty. Further, **Coverage** under this **Agreement** is similarly limited in the event of a **Breakdown** if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
 - d. For any liability for property damage, or for injury to or death of any person arising out of the operation, maintenance or use of **Your Vehicle** described in this **Agreement**, whether or not related to the parts covered. For loss of use, time, profit, inconvenience, or any other loss (except as may otherwise be provided under the SCHEDULE OF COVERAGES Section) that results from a **Breakdown**.
 - e. For any **Breakdown** occurring prior to the **Agreement** purchase date, or if the information provided by **You** or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
 - f. For any **Breakdown** resulting from collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, freezing, rust or corrosion, windstorm, hail, water or flood, damage from exposure to weather conditions, salt, environmental damage, contamination of fluids, fuels, coolants or lubricants.
 - g. For any **Breakdown** caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for **Your Vehicle**, or improper servicing by **You** after the effective date of this **Agreement**. For any **Breakdown** caused by sludge buildup or the failure to maintain proper levels of lubricants and/or coolants, or failure to protect **Your Vehicle** from further damage when a **Breakdown** has occurred.
 - h. For **Breakdowns** that occur and/or repairs made outside of the United States of America and Canada.
 - i. For any repair or replacement of any covered part if a **Breakdown** has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
 - j. For any of the following parts: Carburetor, Battery, Shock Absorbers, Standard Transmission Clutch Assembly, Friction Clutch Disc and Pressure Plate, Throw Out Bearing, Manual and Hydraulic Linkages, Distributor Cap and Rotor, Safety Restraint Systems (including Air Bags), Glass, Lenses, Sealed Beams, Light Bulbs, Brake Rotors and Drums, Exhaust and Emission Systems, Weather Stripping, Trim, Moldings, Bright Metal, Chrome, Upholstery and Carpet, Paint, Outside Ornamentation, Bumpers, Body Sheet Metal and Panels, Tires (except as may otherwise be provided under the SCHEDULE OF COVERAGES Section), Wheels or Rims, Nuts, Bolts, and Fasteners.
 - k. For Tire Service **Coverage**, the following exclusions also apply:
 - 1) Tire damage incurred outside the United States or Canada;
 - 2) Tire damage resulting from off-road use, racing, collision with curb or another vehicle, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, vandalism, fire, upset, manufacturer defects, and driving on tires which are deflated or improperly inflated;
 - 3) Tires which are undersized, oversized, or otherwise not recommended by the **Vehicle** manufacturer for **Your Vehicle**;
 - 4) Tires transferred from another **Vehicle**;
 - 5) Tires which do not have at least 3/32 inch tread depth remaining;
 - 6) Damage to tires that do not affect their performance or safety; and
 - 7) Tires not retained by **You** for inspection by **Us**.

RENEWABILITY

You have the right to purchase a **Vehicle Service Agreement** for additional time/mileage provided the request is made within thirty (30) days and one thousand (1,000) miles prior to the expiration of the original **Agreement**. The cost would be determined by the selling dealer and would be based on the terms, Coverages and **Deductible** options available at that time and may not match the original **Agreement Coverage**.

TRANSFER OF YOUR AGREEMENT

- a. **Your Agreement** may be transferable to someone to whom **You** sell or otherwise transfer **Your Vehicle** while this **Agreement** is still in force. This **Agreement** 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 **Agreement** can only be transferred once and the transfer must be initiated by the original **Agreement** holder.
- b. 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 letter from the original **Agreement** owner authorizing the **Administrator** to transfer ownership to the new owner stating the **Agreement** number, name and address of the new owner, date of sale, and current odometer mileage on the **Vehicle**;
 - A copy of all validated maintenance records;
 - A fifty dollar (\$50) transfer fee made payable to the **Administrator**. Residents of Alabama, New Mexico and Alaska, the fee will be twenty-five dollars (\$25). Residents of Missouri, New Hampshire and Oklahoma, transfer fees are not permitted.
- c. Any remaining manufacturer's warranty must also be transferred at the same time as **Vehicle** ownership transfer.
- d. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner, as well as being sent to the **Administrator**. These receipts or validated maintenance records must be retained by the new owner, along with similar documentation for future maintenance work which the new owner will perform in accordance with the MAINTENANCE REQUIREMENTS Section of this **Agreement**.

CANCELLATION OF YOUR AGREEMENT

- a. **You** may cancel this **Agreement** by returning it to the **Administrator**, along with a signed letter stating the odometer mileage on the date of cancellation.
- b. **We** may cancel this **Agreement** for non-payment of the **Agreement** charge, or for intentional misrepresentation in obtaining this **Agreement** or in the submission of a claim.
- c. If **Your Vehicle** and this **Agreement** have been financed, the Lienholder shown on the **DECLARATION Section** may cancel this **Agreement** for non-payment or if **Your Vehicle** is declared a total loss or is repossessed.
- d. In the event of cancellation, the Lienholder, if any, will be named on the cancellation refund check as their interest may appear. The Lienholder will be the sole payee on refund checks where the collateral has been repossessed or is a total loss. Please see **Your** issuing dealer to collect **Your** refund, as all cancellation refunds are sent to them.
- e. If this **Agreement** is canceled within the first sixty (60) days, **We** will refund the entire **Agreement** price paid, less any claims paid or pending. If this **Agreement** is cancelled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administration fee of fifty dollars (\$50) or ten percent (10%) of the **Agreement** charge, whichever is less. Residents of California and North Carolina, the cancellation is twenty-five dollars (\$25) or ten percent (10%) of the **Agreement** charge, whichever is less. Residents of Wisconsin, the cancellation fee is a maximum of twenty-five dollars (\$25). Residents of Missouri, New Hampshire and New Mexico cancellation fees are not permitted.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

The Special Requirements and/or Disclosures apply if this **Agreement** was purchased in one of the following states:

ALABAMA

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is amended with the following: e. If this **Agreement** is canceled within the first sixty (60) days, **We** will refund the entire **Agreement** price paid, less any claims paid or pending. The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten

percent (10%) penalty per month shall be added to a refund of a **Agreement** which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider. If this **Agreement** is canceled after the first sixty (60) days, **We** will make a pro-rata refund based on time or mileage, whichever refund is less. No administration fee is required.

Under TRANSFER OF YOUR AGREEMENT, paragraph b. is amended as follows: No Administration fee is required.

ALASKA

LIMIT OF LIABILITY is amended as follows: Consequential damage exclusion does not apply.

Under FILING A MECHANICAL BREAKDOWN, paragraph 2. is amended by adding the following: A "licensed repair facility" is defined as a for-profit entity, recognized by the state, in the business of repairing motor vehicles.

Under the FILING A MECHANICAL BREAKDOWN the following is added: If a covered claim is not paid within thirty (30) days after proof of loss has been filed, **You** may file a claim directly with the insurance company.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following:

- e. In the event **You** cancel this **Agreement**, **We** will calculate and make a pro rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less the cancellation fee of seven and one half percent (7.5%) of unearned premium not to exceed \$50.00. The refund will be returned within forty-five (45) days of receipt of the cancellation request or the effective date of cancellation, whichever

is later. If **We** cancel the **Agreement** under this Section, **We** shall return or credit a pro rata refund to **You**. No cancellation fee shall apply.

ARIZONA

Any unresolved complaints may be reported to the Arizona Department of Insurance, Consumer Affairs Division for relief by asking the Director to attach either the filed bond of service company or the filed deposit made by the ser-

vice company in accordance with A.R.S. 20-1095.04.

Under DEFINITIONS: **We, Us, Our** - Means the

Administrator, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the **DECLARATION Section of Your Agreement**.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e., the following is deleted: less any claims paid or pending.

Under WHAT IS NOT COVERED, Paragraph a., 1) is revised as follows: Vehicles that do not have valid manufacturer VINs, or are title branded as salvage, junk, rebuilt,

totaled or flood damaged after the date of this agreement. Paragraph a., 3) is revised as follows: Equipment and accessories not installed by the manufacturer or dealer. If any alterations **You** have made to **Your Vehicle** or alterations made to **Your Vehicle** after the purchase of this

Agreement or **You** are using, or have used, **Your Vehicle** in a manner not recommended by the manufacturer including but not limited to, the Failure of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized undersized tires, trailer hitches, emissions and/or exhaust system modifications or engine modifications.

Paragraph a. 5) is revised as follows: Any loss or expense if the odometer has been tampered with, altered or is inoperative that occurred after the date of this **Agreement**. Paragraph e. is deleted in its entirety.

Paragraph e. is deleted in its entirety.

CALIFORNIA (LICENSE #0D40568)

Performance to **You** under this **Agreement** is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the

Agreement has been denied or has not been honored within 60 days of the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, One Chesterfield Place, 14755 North Outer Forty, Suite 400, St. Louis, MO 63017. If **You** are not satisfied with the insurance company's response, **You** may contact the California Department of Insurance at 1-800-927-4357. Under CANCELLATION OF YOUR AGREEMENT, the entire section is deleted and replaced with the following:

1. **You** may cancel this **Agreement** at any time in accordance with the following terms:
 - a. **Contact the Administrator in writing, within sixty (60) days after the requested cancellation date, enclose this Agreement and an odometer statement.**
 - b. **Include with Your refund request, proof that there is no lien or outstanding credit obligation against this Agreement. If such proof is not provided, or if there is a lien or outstanding credit obligation against this Agreement, the lien-holder or creditor will be named with You as a joint payee of the refund.**
 - c. **If this Agreement is canceled because the Vehicle is repossessed, the lien-holder or creditor will be the sole payee of the refund.**
 - d. **If this Agreement is canceled because of a total loss of the Vehicle, the lien-holder or creditor will be the sole payee of the refund, unless You provide the Administrator with proof that there is no lien or outstanding credit obligation against this Vehicle.**
 - e. **If this Agreement is canceled within the first sixty (60)**

days and no claims have been filed, We will refund the entire Agreement charge paid. If this Agreement is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00) or 10% of the Agreement charge, whichever is less.

2. **We** may cancel this **Agreement** within the first sixty (60) days under the following conditions:
 - a. Notice of cancellation is mailed to **You** postmarked before the 61st day after the date the **Agreement** was sold by the vendor.
 - b. **We** will refund the entire **Agreement** charge paid within thirty (30) days from the date of cancellation. However, if **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation.
 - c. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice.
 - d. The notice states the specific grounds for the cancellation.
3. **We** may at any time cancel the **Agreement** for nonpayment by **You** conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **You**.

- b. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** charge paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00) or 10% of the **Agreement** charge, whichever is less.
- c. The refund is paid within 30 days of the date of cancellation.
- d. The **Agreement** ceases to be valid no less than five (5) days after the postmark date of the notice.
- e. The notice states the specific grounds for the cancellation.
4. **We** may at any time cancel the **Agreement** for material misrepresentation or fraud by **You**, conditioned upon each of the following:
 - a. Notice of cancellation is mailed to **You**.
 - b. A pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins is paid within thirty (30) days of the date of cancellation.
 - c. The notice states the specific nature of the misrepresentation.
5. If **We** cancel the **Agreement**, **We** are liable for any claim reported to a person designated in this **Agreement** for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the **Agreement**. **You** are deemed to have reported a claim if **You** have completed the first step required under the **Agreement** for

reporting a claim.

6. If **We** are canceling this **Agreement** pursuant to subdivision 3, 4, or 5 and **We** have paid a claim, or have advised **You** in writing that **We** will pay a claim, **We** may provide a pro rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation rather than a full refund.
7. In the event of cancellation, the lien-holder, if any, will be named on a cancellation refund check as their interest may appear.

COLORADO

The policy number is 61-05-VW600-0101.

CONNECTICUT

Section 42-221 of the Connecticut General Statute requires an automobile dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor vehicles as follows: **Used Vehicles with a sale price of \$3,000 but less than \$5,000:** Provides Coverage for 30 days or 1,500 miles, whichever comes first. **Used Vehicles with a sale price of \$5,000 or more:** Provides Coverage for 60 days or 3,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to the **Agreement:** In addition to the dealer warranty required by the law, **You** have elected to purchase the **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately

only for the **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in the **Agreement** apply only to the **Agreement** and are not the terms of the required dealer warranty.

The following is added to the **Agreement**: If the term of the **Agreement** is less than 12 months, the term will be automatically extended for the period during which the **Vehicle** is in the custody of a service center for repair.

The following is added to CANCELLATION OF YOUR

AGREEMENT: **You** may cancel this **Agreement** if **You** return the **Vehicle** or the **Vehicle** is sold, lost, stolen, or destroyed.

A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must contain a description of **Your** dispute, the **Agreement** purchase price, the cost of the **Vehicle** repair and a copy of this **Agreement**.

GEORGIA

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** price paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration

fee of ten percent (10%) of the pro rata refund amount will be applied if this **Agreement** is canceled by **You**. If **You** have canceled this **Agreement** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the insurance company identified on the first page.

Company Cancellation: This **Agreement** is non-cancelable by the company except for fraud, material misrepresentation, or failure to pay premium. If **We** cancel this **Agreement**, **You** will receive written notice to comply with 33-24-44 of the Georgia Insurance Code. Cancellation shall not be in effect less than thirty (30) days prior to the effective date of the notice. Cancellation for non-payment of premium, written notice shall be ten (10) days if canceled for any other reason written notice shall be thirty (30) days. If the company cancels this **Agreement**, earned premiums shall be computed on a prorated basis.

Under WHAT IS NOT COVERED, paragraph g. sludge build-up is deleted. Paragraphs a. 3), a. 5) and e. are deleted in their entirety and replaced:

3) If any alterations have been made to **Your Vehicle** while owned by **You** or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the Failure of any custom or add-on parts, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust system modifications or engine modifications. 5) Any loss or expense if, while owned by **You**, the odometer has been tampered with, altered or is inoperative. e.

Mechanical Failure that exists at the time of retail sale and known to **You**, whether or not the Failure would otherwise be covered by the **Agreement**; or if the information provided by **You** cannot be verified as accurate or is found to be deceptive.

HAWAII

Under DEFINITIONS, **Breakdown** is deleted and replaced with the following: **Breakdown** or Failure - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of an **Agreement** which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider.

Hawaii Revised Statutes requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows: **Used Vehicles with less than 25,000 miles at the time of sale:** Provides **Coverage** for 90 days or 5,000 miles, whichever occurs first. **Used Vehicles with 25,000 miles or more but less than 50,000 miles at the time of sale:** Provides **Coverage** for 60 days or 3,000

miles, whichever occurs first. **Used Vehicles with 50,000 miles or more but less than 75,000 miles at the time of sale:** Provides **Coverage** for 30 days or 1,000 miles, whichever occurs first. The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

IDAHO

Notice: **Coverage** afforded under this **Agreement** is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

Under DEFINITIONS, the following definitions are replaced:

We, Us, Our - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the **DECLARATION section of Your Agreement**.

Mechanical **Breakdown** or Failure - Means the inability of any covered part (s) to perform the function(s) for which it was designed due to defects in material or workmanship. Mechanical **Breakdown** does not include the gradual reduction in operating performance due to normal wear

and tear where a Failure has not occurred. The manufacturer has established tolerances for the express purpose of defining Failure and serviceability. When specifications exceed these manufacturer's tolerances a Failure will be considered to have occurred.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. If this **Agreement** is canceled within the first sixty (60) days, **We** will refund the entire **Agreement** price paid, less any claims paid or pending. If this **Agreement** is canceled after the first sixty (60) days, **We** will make a pro rata refund based on time or mileage, whichever refund is less, less an administration fee of fifty (\$50) or ten percent (10%) of the **Agreement** price, whichever is less. The **Administrator** is responsible for honoring cancellation requests.

INDIANA

Your proof of payment to the issuing dealer for this **Agreement** shall be considered proof of payment to the insurance company which backs **Our** obligations to **You**, providing such **Coverage** was in effect at the time **You** purchased this **Agreement**.

IOWA

If **You** have any questions regarding this **Agreement**, **You** may contact the **Administrator** by mail or by phone. Refer to the **Declaration section** for the **Administrator's** address and toll-free telephone number. IOWA RESIDENTS ONLY may also contact the Iowa Insurance Commissioner at the Iowa Securities Bureau, 340 Maple Street, Des Moines, IA 50319-0066, telephone (515) 281-4441.

Any motor vehicle weighing 16,000 pounds or more is not covered under Iowa Code 3211.

The following is added to the **Agreement**: Used parts will not be used to replace covered part(s) without prior authorization from **You**. Rebuilt parts will not be used to replace covered part(s) unless the parts are rebuilt according to national standards recognized by the Insurance Division.

KENTUCKY

Under DEFINITIONS, **Breakdown** and **We, Us** or **Our** is deleted and replaced with the following:

Breakdown - Means the failure of a covered part due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered part(s).

We, Us, Our - Means Prizm Administrative Solutions, Inc.

Under ANCILLARY BENEFITS: in accordance with KRS 304.5-070(1)(a) and (p) along with 806 KAR 5:050: Tire, Road Side Assistance and Lost Key/Lockout Service are not covered. Rental and Towing are covered if the service is directly related to losses resulting from defects in material or workmanship.

LOUISIANA

Substitute Transportation and Towing Service is not covered unless it is directly related to a **BREAKDOWN**. Tire Service, Lost Key/Lockout and Trip Interruption is not available in Louisiana.

The following is added to DEFINITIONS: In Louisiana, **We, Us** and **Our** means the dealer.

MASSACHUSETTS

Under FILING A MECHANICAL BREAKDOWN, Paragraph 2. is replaced with: Take **Your Vehicle** to a licensed repair facility- If **Your Vehicle** breaks down, return it to the selling dealer if possible or practical. If this is not possible or practical, take **Your Vehicle** to any licensed repair facility. Paragraph 3. is revised to read as follows: Provide the Repair Facility with a copy of **Your Agreement** and/or **Your Agreement** number, if possible.

LIMIT OF LIABILITY is amended as follows: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

The following is added to the **AGREEMENT**: NOTICE TO CUSTOMER: PURCHASE OF THIS **AGREEMENT** 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. THE SELLER OF THIS **COVERAGE** IS REQUIRED TO INFORM **YOU** OF ANY WARRANTIES AVAILABLE TO **YOU** WITHOUT THIS **AGREEMENT**.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of motor Vehicles as follows:

Used vehicles with less than 40,000 miles at the time of sale: Provides **Coverage** for 90 days or 3,750 miles, whichever occurs first.

Used vehicles with 40,000 miles or more but less than 80,000 miles at the time of sale: Provides **Coverage** for

60 days or 2,500 miles, whichever occurs first.

Used vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale: Provides **Coverage** for 30 days or 1,250 miles, whichever occurs first.

The **Vehicle** **You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by this law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definition, coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

The following is added to CANCELLATION OF YOUR AGREEMENT and TRANSFER OF YOUR AGREEMENT: No transfer or cancellation fee will be charged in Massachusetts.

MINNESOTA

The coverages listed below are provided to **You** by the dealer at no charge as required by Minnesota Statute 325F.662. The term of the required warranty is based on the mileage at the time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale: Provides **Coverage** for 60 days or 2,500 miles, whichever occurs first.

Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale: Provides **Coverage** for

30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Heads; Rotary Engine Housings and Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; and Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the Secondary Drive Axle on Vehicles other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; and Disc Brake Calipers. Steering: Gear Housing and all Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack. Note: The following parts are covered only on Vehicles with less than 36,000 miles: Steering Rack; Radiator; Alternator; Generator; and Starter.

The above coverages are excluded from this **Agreement** during the applicable warranty period, unless the dealer becomes unable to meet their obligations. **Your** rights and obligations are fully explained in the dealer issued Used **Vehicle** limited warranty document.

Under AGREEMENT HOLDER'S MAINTENANCE REQUIREMENTS, paragraph 1. is amended by adding the following: If a manufacturer's recommended service schedule is not contained in the **Vehicle** **You** are purchasing, the Issuing dealer can provide **You** with one.

Under CANCELLATION OF YOUR AGREEMENT, para-

graph e. is amended as follows: If **You** have canceled this **Agreement** and have not received the refund from **Us** or the **Administrator** within sixty (60) days of such cancellation, **You** may contact the insurance company identified on the first page. Paragraph b. is replaced with the following: **We** may cancel this **Agreement** for non-payment of the **Agreement** charge or for intentional misrepresentation.

The following are changes under WHAT IS NOT COVERED:

- a. 1) is deleted in its entirety. 3) is deleted and replaced with the following: If any modifications or alterations have been made to **Your Vehicle** while owned by **You**, or **You** are using or have used **Your Vehicle** in a manner not recommended by the manufacturer, including but not limited to, the failure of any custom or add-on part, all frame or suspension modifications, lift kits, oversized/undersized tires, trailer hitches, emissions and/or exhaust systems modifications, or engine modifications. 5) is deleted and replaced with the following: Any loss or expense if, while owned by **You**, the odometer has been tampered with, altered or is inoperative.
- d. is deleted and replaced with the following: Liability for incidental and consequential damages, including death, personal injury, physical damage, property damage, loss of use, loss of time, loss of profits or wages, inconvenience and commercial loss.
- e. is deleted and replaced with the following: A mechanical **Breakdown** which exists prior to the **Agreement** effective date.
- f. Rust or corrosion is deleted from this Section.
- h. A **Breakdown** caused by sludge buildup is deleted.

MISSOURI

The following is added to the **Agreement**: **Our** obligations under this **Agreement** are guaranteed under a service contract reimbursement insurance policy. If **You** do not receive a satisfactory response from **Us** within sixty (60) days, **You** should contact Lyndon Property Insurance Company by writing to: Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., St. Louis, MO 63017. The toll-free number is (800) 950-6060.

The following is added to the CANCELLATION OF YOUR AGREEMENT: Written notice of cancellation will be delivered to **You** within fifteen (15) days by registered mail. A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the **Agreement**.

NEBRASKA



NOTICE OF RISKS: Neither the motor vehicle service contract nor the motor vehicle service contract reimbursement insurance policy are covered by the Nebraska Property and Liability Insurance Guaranty Association Act and, in the event of insolvency of any party to the contract, no coverage for any losses exists from the Nebraska Property and Liability Insurance Guaranty Association.

The issuer of the motor vehicle service contract reimbursement insurance policy is not a domestic entity and the Department of Insurance can give no assurance that the issuer has adequate reserves to cover potential losses.

PLEASE NOTE: Lyndon Property Insurance Company, the

issuer of this **Agreement**, is authorized by the Department of Insurance to do business in the state of Nebraska. Lyndon Property Insurance Company has an AM Best's Rating of A- (Excellent).

You may pay for this **Agreement** by cash or by including it in the financing of **Your Vehicle**.

LIMIT OF LIABILITY is amended as follows: The actual cash value is based on the current NADA trade-in value or other nationally recognized price guide.

Under DEFINITIONS: **We, Us, Our** - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this Agreement as shown in the **DECLARATION Section of Your Agreement**.

NEVADA

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. This Service **Agreement** is void and **We** will refund to the Agreement Holder the purchase price of the **Agreement** if no claim has been made and the Agreement Holder returns the **Agreement** within twenty (20) days after the date that **We** mailed the **Agreement** to the Agreement Holder or within ten (10) days if **We** furnish the Agreement Holder with a copy of the **Agreement** when it is purchased (or within a longer period if so stated in this **Agreement**).

These paragraphs are added to CANCELLATION OF YOUR AGREEMENT.

- f. No **Agreement** that has been in effect for at least 70 days may be canceled by the provider before the expiration of the agreed term or 1 year after the effective date of the

Agreement, whichever occurs first, except on any of the following grounds:

- 1). Failure by the holder to pay an amount when due.
 - 2). Conviction of the holder of a crime which results in an increase in the service required under the **Agreement**;
 - 3). Discovery of fraud or material misrepresentation by the holder in obtaining the **Agreement**, or in presenting a claim thereunder;
 - 4). Discovery of:
 - (a) An act or omission by the holder; or
 - (b) A violation by the holder of any condition of the **Agreement**, which occurred after the effective date of the **Agreement** and which substantially and materially increases the service required under the **Agreement** or;
 - 5). A material change in the nature or extent of the required service or repair which occurs after the effective date of the **Agreement** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **Agreement** was issued or sold.
- g. Cancellation of an **Agreement** is not effective until at least 15 days after the notice of cancellation is mailed to the holder.

NEW HAMPSHIRE

The following is added to the **Agreement**: In the event **You** do not receive satisfaction under this **Agreement**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit St., 14, Concord, NH 03301-7317.

NEW MEXICO

TRANSFER OF YOUR AGREEMENT, paragraph b. is amended as follows: No transfer will be charged in New Mexico. Under CANCELLATION OF YOUR AGREEMENT, paragraph b. is amended as follows: If this **Agreement** is canceled by **You**, **We** will make a pro rata refund based on time. No administration fee is required.

NEW YORK

Section 198-b of New York General Business Law requires an automobile dealer, unless otherwise excepted, to provide a warranty covering certain classes of used motor vehicles as follows: **Used Vehicles with 36,000 miles or less at the time of sale**: Provides Coverage for 90 days or 4,000 miles, whichever occurs first. **Used Vehicles with more than 36,000 miles but less than 80,000 miles at the time of sale**: Provides Coverage for 60 days or 3,000 miles, whichever occurs first. **Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale**: Provides Coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Agreement**: In addition to the dealer warranty required by the law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the

terms of the required dealer warranty.

The following is added to SCHEDULE OF COVERAGES: The use of non-original manufacturer's parts shall comply with state and federal laws.

The following is added to the **Agreement**: **Our** obligations, as pertains to this **Agreement**, are backed by Old Republic Insurance Company, Tulsa Branch – 8282 South Memorial Drive, Suite 202, Tulsa, OK 74133. If any valid claim is not paid within sixty (60) days, after proof of loss has been filed with **Us**, **You** may contact Old Republic Insurance Company by writing to Policyholder Services: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017.

NORTH CAROLINA

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** price paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins, less an administration fee of \$25 or ten percent (10%) of the pro rata refund amount, whichever is less.

OKLAHOMA

Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manu-

facturer or wholesale company.

Under DEFINITIONS, **We**, **Us** or **Our** is amended as follows: **We**, **Us**, **Our** - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the **DECLARATIONS Section of Your Agreement**.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** price paid. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** price according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins. An administration fee of fifty dollars (\$50) or ten percent (10%) of the pro rata refund amount, whichever is less, will be applied if this **Agreement** is canceled by **You**. An additional administration fee is not required. If canceled by the **Administrator**, 100% of the premium will be refunded.

OREGON

Under DEFINITIONS, **We**, **Us** or **Our** is amended as follows: **We**, **Us**, or **Our** - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the **DECLARATIONS Section of Your Agreement**.

RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law

requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows: **Used Vehicles with 36,000 miles or less at the time of sale:** Provides coverage for 60 days or 3,000 miles, whichever occurs first. **Used Vehicles with 36,000 miles or more but less than 100,000 miles at the time of sale:** Provides coverage for 30 days or 1,000 miles, whichever occurs first. The **Vehicle You** have purchased may be covered by this law. If so, the following is added to this **Agreement:** In addition to the dealer warranty required by the law, **You** have elected to purchase this **Agreement**, which may provide **You** with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. **You** have been charged separately only for this **Agreement**. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this **Agreement** apply only to this **Agreement** and are not the terms of the required dealer warranty.

SOUTH CAROLINA

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following: e. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** charge paid less an administration fee of twenty-five (\$25.00) dollars or 10% of the **Agreement** charge, whichever is less. In the event of cancellation, the Lienholder, if any, will be named on a cancellation refund check as its interest may appear. A ten percent (10%)

penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the **Agreement** to **Administrator**. If this **Agreement** is canceled after the first sixty (60) days or a claim has been filed, **We** will refund an amount of the **Agreement** charge according to the pro rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date **Coverage** begins.

Disclosure Notification is added to FILING A MECHANICAL BREAKDOWN CLAIM: In the event of a disputed claim, questions or complaints can be addressed to: South Carolina Department of Insurance, 112 Marion Street, Columbia, SC 29201 or P.O. Box 100105, Columbia, SC 29202-3105 or by phone at (803) 737-6180.

The following is added to CANCELLATION OF YOUR AGREEMENT, paragraph b: If **We** cancel the **Agreement** for any reason other than nonpayment of the **Agreement** charge, material misrepresentation by **You**, or a substantial breach of duties by **You**, **Administrator** shall mail a written notice to **You** at **Your** last known address at least fifteen (15) days prior to cancellation by **Us**. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

SOUTH DAKOTA

This policy does not provide bodily injury and property damage liability insurance or any other **Coverage** for which a specific premium charge is not made, and does not comply with any financial responsibility law.

TEXAS

Under CANCELLATION OF YOUR AGREEMENT, the following is added: If **We** cancel the **Agreement**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the **Agreement** price, a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Vehicle** or its use. The notice will state the effective date of cancellation and the reason for cancellation. **Notice:** **You** may apply for reimbursement directly to Lyndon Property Insurance Company if refund or credit is not paid before the forty-sixth (46th) day after the date on which this **Service Agreement** is returned to the **Administrator** under Section 1304.158. Paragraph e. is amended with the following: e. The right to receive a full refund for a cancellation within the first 60 days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of an **Agreement** which is canceled within the first 60 days that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider.

Any unresolved complaints concerning a registrant or questions concerning the regulation of **Agreement** providers in the state of Texas may be addressed to the department at: Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, TX 78711 or call (512) 463-2906.

UTAH

Note: **Coverage** afforded under this **Agreement** is not guaranteed by the Property and Casualty Guarantee Association. Under FILING A MECHANICAL BREAKDOWN CLAIM, paragraph 7 and 8 are amended with: Failure to file within the time limit does not invalidate a claim if the **Agreement** holder shows it was not reasonably possible to file within the listed time limit (31A-21-312).

If a covered claim is not paid within sixty (60) days after proof of loss has been filed, **You** may file a claim directly with the insurance company. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St Louis, MO 63017, toll free number 800-950-6060.

Under CANCELLATION OF YOUR AGREEMENT the following is added: **We** will mail a cancellation notice which states the reason for cancellation to **You** at least 30 days (10 days for nonpayment of the **Agreement** price) before **We** cancel this **Agreement**. Such cancellation notice will be delivered or mailed by first class mail.

You may pay for this **Agreement** either by cash or by including it in the financing of **Your Vehicle**.

VIRGINIA

Under the DEFINITIONS: **We, Us, Our** means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the **DECLARATIONS** Section of **Your Agreement**.

VERMONT

Under CANCELLATION OF YOUR AGREEMENT, paragraph b. is replaced with the following: b. **We** may cancel this **Agreement** within the first sixty (60) days for any reason. If this **Agreement** has been in effect for more than sixty (60) days, **We** may cancel this **Agreement** only for one or more of the following reasons:

1. Nonpayment of the **Agreement** price;
2. Material misrepresentation;
3. A substantial change in the risk assumed unless **We** should reasonably foreseen the change or contemplated the risk when entering this **Agreement**; or
4. Substantial breaches of Contractual duties, conditions or warranties under this **Agreement**;
5. **You** will receive a refund in accordance with paragraph e. of this section.

If this **Agreement** has been in effect for more than sixty (60) days, **We** will mail a cancellation notice which states the reason and the effective date for cancellation to **You** at least forty-five (45) days (fifteen (15) days for nonpayment of **Agreement** price) before this **Agreement** is canceled. Such cancellation notice will be delivered by certified mail, except that in the case of cancellation for nonpayment of the **Agreement** price, notice shall be by certified mail or certificate of mailing.

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is replaced with the following: e. The amount of any refund for which **You** may qualify, and that **We** may pay **You** or the dealer, will be determined by **Us**. It will be the lesser


amount yielded by the following two computation methods, less a fifty (\$50) dollar administrative fee. The first method is the pro rata method based upon the number of months of the **Agreement** term expired at the time of cancellation. The second method is the pro rata method based upon the number of miles of the **Agreement** term, in thousands of miles or portion thereof, expired at the time of cancellation. **You** will receive a full refund if **You** cancel the **Agreement** within sixty (60) days of the effective date of this **Agreement** and have not incurred a claim. If this **Agreement** is canceled under Item b. of this Section and **We** have paid a claim, the amount of refund will be reduced by the amount of the claim or considered fully earned if the claim is more than the amount of the refund.


WASHINGTON


Add to this **Agreement**: The state of Washington is the jurisdiction of any civil actions in connection with this **Agreement**. The commissioner of insurance is the **Administrator's** attorney to receive service of legal process in any action, suit or proceeding in any court.


Addendum to the DECLARATION Page (Page 1): **Our** obligations, as pertains to this **Agreement**, are guaranteed by Policy number 61-WA-VW606-0906 issued by Lyndon Property Insurance Company, a Protective company. **You** may also file a claim directly with Lyndon Property Insurance Company at 14755 North Outer Forty Rd., Suite 400, St Louis, MO. 63017. Please contact **Administrator**, Prizm Administrative Services of Wisconsin, Inc. for instructions at P.O. Box 1088, Wheat Ridge, CO 80034-


1088, or 800-809-2034.


 **Washington Disclosure:** The implied warranty of merchantability on the Vehicle is not waived if this **Agreement** has been purchased within ninety days of the purchase date of the Vehicle from a provider who also sold the Vehicle covered by the **Agreement**.


 Information on how to submit a claim appears under FILING A MECHANICAL BREAKDOWN CLAIM of this **Agreement**.


 Provisions concerning **Your** responsibilities, including routine maintenance, appear under AGREEMENT HOLDER'S MAINTENANCE REQUIREMENTS.

 WHAT IS NOT COVERED section outlines conditions where this **Agreement** does not provide coverage.

 SCHEDULE OF COVERAGES outlines what is covered under this **Agreement**.

 Information on how to transfer this **Agreement** to a subsequent retail purchaser of the **Vehicle** appears under TRANSFER OF YOUR AGREEMENT.

 CANCELLATION OF YOUR AGREEMENT outlines the **Agreement** cancellation conditions.

 Information regarding time and mileage restrictions may be found under AGREEMENT PERIOD.

Under DEFINITIONS the following is added: **Agreement**

Purchase Price/Provider Fee: means the price paid by

You for the purchase of this **Agreement**. **Reimbursement**

Insurance Policy: means a policy of insurance issued to **Us** to provide reimbursement to **Us** to pay on behalf of **Us** all contractual obligations incurred by **Us** under the terms of the **Agreement** issued/sold by Issuing Dealer/Service Agreement Seller. **Issuing Dealer/Service Agreement Seller:** means the person who sells the **Agreement** to the Service Agreement Purchaser/Holder.

Under PURCHASER RESPONSIBILITIES add: **Your** failure to perform maintenance must involve the failed part(s).

Under WHAT IS NOT COVERED add: excludes consequential damages.

Under CANCELLATION OF YOUR AGREEMENT, paragraph b and e. are replaced with the following: b. **We** may cancel this **Agreement** in the first sixty (60) days for non-payment of the **Agreement** charge, or for intentional misrepresentation in obtaining this **Agreement** or in the submission of a claim. After the first sixty (60) days **We** may not cancel this **Agreement** and are fully obligated under the terms of the **Agreement**. Paragraph e. is replaced with the following: e. The amount of any refund for which **You** may qualify, and that **We** may pay **You** or the dealer, will be determined by **Us**. It will be the lesser amount yielded by the following two computation methods, less a twenty-five dollar (\$25.00) administrative fee. The first method is the pro rata method based upon the number of months of the **Agreement** term expired at the time of cancellation. The second method is the pro rata method based upon the

number of miles of the **Agreement** term, in thousands of miles or portion thereof, expired at the time of cancellation. **You** will receive a full refund (less the administrative fee) if **You** cancel the **Agreement** within sixty (60) days of the effective date of this **Agreement** and have not incurred a claim. The administrative fee will be waived if **You** cancel this **Agreement** within the first nine (9) days of the effective date of this **Agreement** and have not incurred a claim. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of the return of the **Agreement** to **Us**.

WISCONSIN

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Under FILING A MECHANICAL BREAKDOWN CLAIM, paragraph 4. and 7. are deleted and replaced with the following: 4. Obtain Authorization from the Administrator - **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. Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Agreement, except as provided under Emergency Repairs. In the event the Administrator is closed, notice of loss should be made as soon as reasonably possible. The amount authorized by the Administrator is the amount that will be paid for repairs covered under the terms of this Agreement. Any additional amount must receive prior**

approval.

For claim assistance, please contact the Administrator at 1-800-809-2034

7. Pay any Applicable Deductible - **You must pay to the repair facility any required Deductible. We will reimburse the repair facility or You for the cost of the work performed on Your Vehicle that is covered by this Agreement and previously authorized, less the Deductible. Once authorization is obtained and the repair is completed, all repair orders and documentation must be submitted to the Administrator. If You cannot take Your Vehicle back to the selling dealership and an alternate repair facility will not accept Our authorization number for payment, We can make payment by Our credit card.**

Under CANCELLATION OF YOUR AGREEMENT, paragraph e. is deleted and replaced with the following:

e. If this **Agreement** is canceled within the first sixty (60) days and no claims have been filed, **We** will refund the entire **Agreement** price paid. If this **Agreement** is canceled beyond sixty (60) days from the date of purchase of the **Vehicle**, **We** will calculate and make a pro rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less an administrative fee of twenty five dollars (\$25).

WYOMING

Tire Service is not available in Wyoming.

Under DEFINITIONS, **We, Us** or **Our** is amended as follows: **We, Us, Our** - Means the **Administrator**, Prizm Administrative Solutions, Inc., who is obligated to perform under this **Agreement** as shown in the DECLARATIONS section of **Your Agreement**.

Under CANCELLATION OF YOUR AGREEMENT, paragraph b. is replaced with: **We** may cancel this **Agreement** for intentional misrepresentation in obtaining this **Agreement** or in the submission of a claim. Paragraph c. is deleted and replaced with: If **Your Vehicle** and this **Agreement** have been financed, this **Agreement** may be canceled by the Lienholder if **Your Vehicle** is declared a total loss or is repossessed. Paragraph d. is deleted and replaced with the following: In the event of cancellation, other than for total loss or repossession, the cancellation refund will be payable and sent directly to You. Paragraph e. is deleted and replaced with the following: e. The right to receive a full refund for a cancellation within the first sixty (60) days is not transferable and only applies to the original purchaser and only if no claim has been made. A ten percent (10%) penalty per month shall be added to a refund of a **Agreement** which is canceled within the first sixty (60) days that is not paid or credited within forty-five (45) days after return of the **Agreement** to the provider.

NOTES:
