



CARCHEX | Care

Royal Centennial Vehicle Protection Sample



Protection Insured By



ASSURANT
Solutions®

CARCHEX
A Smarter Way To Do Car...

CARCHEX Commitment to You

The CARCHEX mission is to act as a consumer advocate and help protect consumers during the car buying and ownership experience. We want you to be fully satisfied with your purchase so please let us know if there is anything we can do to improve your experience.



Guarantee

If you are not satisfied for any reason with the contract that you have purchased, you may contact CARCHEX within 30 days for a full refund of the purchase price. You must contact CARCHEX and submit the required form postmarked or faxed within 30 days of your purchase date to ensure full credit. Requests for cancellations beyond the 30 days are subject to the terms of the service agreement.



Convenience

When your vehicle needs repair, you choose the certified repair facility of your choice (dealership, independent repair facility, or national chain such as Goodyear, Firestone or Pep Boys). With over 30,000 repair facilities in the US, you're sure to find one located near you.



Commitment

Our Brand Promise to you is "Customer Experience Above All," which means our dedicated team works hard every day to make sure our customers' needs are being met. If at any point during your contract you need us just call 877-CARCHEX.



CONTRACT REGISTRATION PAGE				INS. 300		A.C.I.N.10		C.I.N.	
Vehicle Owner Name			Phone			Service Contract Number			
Street Address			Apt. #						
City			State		Zip				
Year	Make	Model	VIN						
Current Odometer Reading			Vehicle Purchase Price			Vehicle Purchase Date			
Vendor Name			Vendor I.D.			Vendor Phone			
Vendor Address			City			State		Zip	
Lienholder Name			Lienholder Phone						
Lienholder Address			City			State		Zip	
Plan Name			*Expiration Type			Plan Period			
						Months _____		Miles _____	
**Validation Period 30 Days and 1000	Plan Code	Vehicle Class	Deductible \$ _____		Service Contract Purchase Price \$ _____				
Surcharges 4 Wheel/All-Wheel Drive Diesel 1 Ton Vehicle Turbocharger/Supercharger Hybrid/Electric Vehicle									
Options (Subject to a surcharge):									
*Expiration Type All Service Contracts expire by either time or miles. For the Add-On Expiration Type, mileage begins from the odometer mileage as of the Service Contract Purchase Date (SCPD).									
**Service Contract Validation Period This Service Contract is subject to the Validation Period listed above. The Validation Period begins on the SCPD. Coverage under this Service Contract does not begin until the expiration of the Validation Period. The undersigned purchaser of this Service Contract acknowledges that parts and labor benefits are subject to the Validation Period.									
Disclosures Purchase of this Service Contract is not required to either obtain financing or to purchase the vehicle. You have the right to transfer this Service Contract on the specified vehicle only to a subsequent private owner. Refer to the Transfer provision. THE CONTRACT REGISTRATION PAGE AND THE SERVICE CONTRACT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE PROVIDER. NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER. Your Contract contains an arbitration clause which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the State Requirements section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.									
Additional Disclosures: (Washington Residents are required to initial). The Provider is United Service Protection Corporation, P.O. Box 20647, St. Petersburg, FL 33742. The Provider's obligations under this Service Contract are insured by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, Policy number SFN-3-WA-2. You may file a claim directly with American Bankers Insurance Company of Florida at any time. Please call 1-866-306-6694 for instructions. By initializing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract: • TERMS AND CONDITIONS outlines Your responsibilities regarding maintenance requirements and time and mileage limitations. Initial ____ • IF YOUR VEHICLE INCURS A BREAKDOWN outlines the procedure to file a claim. Initial ____ • PLAN COVERAGE outlines Coverage under the Service Contract. Initial ____ • WHAT IS NOT COVERED outlines the conditions where the Service Contract does not provide coverage. Initial ____ • CANCELLATION OF YOUR SERVICE CONTRACT, outlines the Service Contract cancellation conditions. Initial ____ • The implied warranty of merchantability on the motor vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the motor vehicle from a provider who also sold the motor vehicle covered by this Service Contract. Initial ____ (Nevada Residents are required to initial): I acknowledge and agree that this Contract contains a mandatory arbitration clause which waives my right to have any disputes concerning this Contract resolved in court. I have reviewed or will review its terms in full, and understand that I can return this Contract within the first thirty-five (35) days if I do not want to accept the requirement for arbitration. Initial ____									
Certification: I, the undersigned purchaser of this Service Contract, have selected the above coverages and options and understand that depending upon the coverage plan selected, parts and labor benefits are subject to the validations stated above. I certify that I have read and understand the above Service Contract's terms and conditions, and any implied warranty disclosures.									
Service Contract Purchase Date			Service Contract Purchaser Signature			Vendor Representative			
Administered by: Royal Administration Services, Inc., FL License #60109 51 Mill Street, Hanover, MA 02339, 1-800-871-0467 This Contract is between You, the Purchaser and the Provider Provider is United Service Protection Corporation In Florida, the Provider is United Service Protection, Inc., FL License #60016 P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785									



CONGRATULATIONS!

We would like to thank You for choosing Our Service Contract.

If You need repair service, refer to the section entitled “If Your Vehicle Incurs A Breakdown.”

You may visit any licensed repair facility in the United States or Canada. If Your Vehicle is still under the manufacturer’s warranty, return Your Vehicle to a manufacturer’s authorized dealer.

NOTE:

THIS SERVICE CONTRACT IS NOT VALID UNLESS A COMPLETED REGISTRATION PAGE ACCOMPANIES THIS CONTRACT BOOK

THE REGISTRATION PAGE AND THIS SERVICE CONTRACT CONSITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE PROVIDER AND NO OTHER DOCUMENTS ARE LEGAL AND BINDING UNLESS PROVIDED TO YOU BY THE ADMINISTRATOR OR PROVIDER.

Review Your Registration Page. The Registration Page contains basic information regarding Your Service Contract.

Check Your Deductible - Please check the box labeled Deductible on Your Registration Page. The number shown identifies the minimum portion of the covered repair You will be required to pay if You have a claim. If this box was left blank, immediately contact the Vendor from whom You purchased this Service Contract.

DEFINITIONS

This Service Contract is an agreement between You and Us. **We, Us, Our** and **Provider** refers to United Service Protection Corporation, P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785. In Florida the Provider is United Service Protection, Inc., P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785. The Provider is the party responsible to You for the benefits under this Service Contract, except as noted in the State Requirement section located at the end of this Service Contract. **You, Your and Contract Holder** refers to You, the purchaser of this Service Contract and the owner of the Vehicle described in the Registration Page of this Service Contract.

ADMINISTRATOR: refers to Royal Administration Services, Inc. Administrator is responsible for administering this Service Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at 1-800-871-0467.

BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE: Refers to a failure due to defects in materials and/or workmanship of a Covered Part to perform the function for which it was designed by its manufacturer. A Breakdown does not include sludging or gelling conditions. Further, a Breakdown does not include any failures to Your Vehicle if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins or TSBs.

COVERED PART or COVERED PARTS: Refers to the parts or components listed under the section entitled “Plan Coverage.”

DEDUCTIBLE: The minimum portion of the covered repair which You will have to pay if You have a claim. The amount of Your Deductible is shown on Your Registration Page. This amount is applied per claim, and to each claim.

EXPIRATION TYPE: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

FULL FACTORY WARRANTY, FACTORY WARRANTY: Refers to the full Manufacturer’s Warranty provided to You at no additional cost, and covers repairs to Your Vehicle to correct any defect in material or workmanship. This Service Contract is not a Factory Warranty.

LABOR: Total labor time for a covered repair will be determined by a current nationally published labor manual. The labor rate for authorized repairs will be based on the posted labor rate of the licensed repair facility that You selected. If the repair facility’s labor rate is not posted the Administrator reserves the right to approve a labor rate based on the average labor rate for similar local repair facilities. Administrator also reserves the right to adjust the approved labor rate if the repair facility’s labor rate is deemed to be excessive by the Administrator when compared to local average labor rates for similar facilities.

OEM: Original Equipment Manufacturer.

PLAN PERIOD: This Service Contract is subject to a Plan Period and Expiration Type. The Plan Period is the number of months and number of miles for which You are afforded coverage under this Service Contract. The Expiration Type determines when the number of miles is reached. Please refer to the section entitled “Expiration Type” on Your Registration Page for more information.

SERVICE CONTRACT: This Service Contract is issued to You and covers Your vehicle described on the Registration Page of this Service Contract.

SERVICE CONTRACT NUMBER: Please see the box labeled “Service Contract Number” on the Registration Page. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim.

VEHICLE, YOUR VEHICLE: Refers to the vehicle described on the Registration Page of Your Service Contract and owned by You.

VENDOR: Refers to the party who sold You this Service Contract. Please see the box labeled “Vendor Name” on the Registration Page for Your Vendor’s contact information.

This Service Contract provides coverages recorded for the time and mileage stated on the Registration Page, whichever occurs first. Please refer to the sections of the Registration Page entitled “Expiration Type” and “Plan Period” to determine Your period of coverage.

CONTRACT HOLDER’S RESPONSIBILITIES:

CLAIM REIMBURSEMENT

Obtain approval **PRIOR** to having work performed that may be covered by this Service Contract. If You believe the failure may be covered by this Service Contract, call the Administrator at 1-800-871-0467, or instruct the repair facility performing the work to call to register the claim **BEFORE THE WORK IS PERFORMED**.

See the section entitled “If Your Vehicle Incurs A Breakdown” for additional information.

VEHICLE MAINTENANCE AND MAINTENANCE REQUIREMENTS

Properly Maintain Your Vehicle and **KEEP THE RECEIPTS**.

This Service Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim.

Maintenance Requirements:

- a. 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.

NOTE: Your Vehicle's Owner's Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your specific conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in a denial of Coverage under this Service Contract.

- b. It is required that You retain "Proof" of maintenance for the service and/or repair work performed on Your Vehicle. "Proof" means repair orders from a licensed repair facility. Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN), date, mileage, parts and labor.

ADMINISTRATOR'S RESPONSIBILITIES:

1. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for the reasonable costs to repair or replace any Breakdown of a part listed in the Plan Coverage Section, as determined by the Administrator using standard and common industry practices. **COVERED PARTS MAY BE REPLACED, DEPENDING ON AVAILABILITY AND AT ADMINISTRATOR'S DISCRETION, WITH LIKE KIND AND QUALITY (LKQ), USED, REBUILT, REMANUFACTURED OR NEW PARTS.**

GENERAL PROVISIONS:

1. YOUR HELP AND COOPERATION

If We ask, You agree to help Us enforce Your rights against any manufacturer or repair facility who may be responsible to You for the cost of repairs covered by this Service Contract. You must provide written authorization to Us to communicate with any party other than You.

2. SUBROGATION AND OUR RIGHT TO RECOVER PAYMENT

If We pay for coverage under this Service Contract, We may require You to assign Us Your rights of recovery against others. We will not pay for a Breakdown if You impair these rights to recovery. Your rights to recover from others may not be waived. 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.

In the event a repair is subject to any additional third-party Service Contracts or warranties, those Service Contracts or warranties shall supersede any and all obligations under this Service Contract.

3. DEDUCTIBLE

In the event of a Breakdown covered by this Service Contract, You may be required to pay a Deductible. No Deductible payment is required with respect to 24 Hour Roadside Assistance, Rental, and Trip Interruption if they are provided by this Service Contract. The Deductible amount will be applied on a per repair visit basis. Should a covered Breakdown take more than one visit to repair, only one Deductible will apply for that Breakdown.

4. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the Plan Name and Expiration Type shown on the Registration Page, which is more fully described in the section entitled “Plan Coverage.”

5. LIMITS OF LIABILITY

OUR liability for **any one authorized repair** shall in no event exceed fifteen thousand dollars (\$15,000.00).

OUR liability for **all authorized repairs combined**, shall in no event exceed fifteen thousand dollars (\$15,000.00).

In the event that the amount of **any one authorized repair or the combined total amount of all authorized repairs** meets or exceeds Our liability, Your Service Contract will be deemed expired and no further coverage will be afforded to You, regardless of the remaining time or mileage of Your Service Contract’s Plan Period. No refund shall be due to You upon expiration of the Service Contract.

6. SERVICE CONTRACT VALIDATION PERIOD

This Service Contract is subject to a validation period of time and mileage from the Service Contract Purchase Date (SCPD), as shown on the Registration Page. The length of the validation period is listed on the Registration Page of this Contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The additional time and mileage contained in the validation period will be added to the plan’s duration.

7. EXPIRATION TYPE: ADD-ON

The plan expires by time or mileage, whichever occurs first.

- a. Time: The plan expiration is measured from the Contract purchase date.
- b. Mileage: The plan expiration is measured from the odometer mileage of the vehicle on the Contract purchase date.

8. MANUFACTURER’S WARRANTY DISCLOSURE

If the term of this Service Contract overlaps with the term of Your Manufacturer’s Warranty, look first to Your Manufacturer’s warranty for coverage. This Service Contract excludes coverage for any loss covered by Your Manufacturer’s Warranty, but may nevertheless provide benefits in addition to those provided by Your Manufacturer’s Warranty.

9. ARBITRATION

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

To begin Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”) in effect when the Claim is filed. You may get a copy of these AAA’s Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling 1-800-778-7879 or visiting www.adr.org. The filing fees to begin and carry out Arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You AGREE AND UNDERSTAND THAT this Arbitration provision means that You give up Your right to go to court on any Claim covered by this provision.** You also agree that any Arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the Special State Disclosure of this Service Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

PLAN COVERAGE

This Contract covers ONLY the components/parts listed below:

ENGINE:

All internal components of the engine that require lubrication for operation are covered. The engine block, cylinder heads, timing chain cover and oil pan are covered only if damaged by the failure of an internally lubricated engine component.

TRANSMISSION:

The following components are covered: Torque converter, vacuum modulator, accumulator, and the electronic shift control unit. In addition, all internal components of the transmission that require lubrication for operation are covered. The transmission case and pan are covered only if damaged by the failure of an internally lubricated transmission component.

DRIVE AXLE (FRONT AND REAR):

The following components are covered: Locking hubs, drive shafts, center support bearings, universal joints, and the CV joints (except when damaged as a result of a torn or missing CV boot). In addition, all internally lubricated components contained within the drive axle housing are covered. The drive axle housing and differential cover are covered only if damaged by the failure of an internally lubricated drive axle component.

TRANSFER CASE:

All internal components of the transfer case that require lubrication for operation are covered.

TURBO/SUPERCHARGER:

All internally lubricated parts of the turbocharger or supercharger are covered, provided the mandatory surcharge has been paid. Coverage applies to factory installed units only.

COOLING SYSTEM:

The following components are covered: Thermostat, water pump, engine-cooling fan motor, engine-cooling fan, and the engine-cooling fan clutch.

AIR CONDITIONING SYSTEM:

The following components are covered: Compressor, condenser, evaporator, expansion valve, blower motor, accumulator/receiver-dryer and the orifice tube.

FUEL SYSTEM:

The following components are covered: Fuel pump, fuel injection pump and metal fuel lines.

ELECTRICAL:

The following components are covered: Alternator, voltage regulator, starter motor, starter solenoid, ignition switch, front and rear wiper motors and switches, washer pump and switch, headlamp switch, turn signal switch, rear defroster switch, blower speed switch, power window motors, regulators and switches, and the power door lock actuators and switches.

SEALS & GASKETS:

Seals and Gaskets are covered only if required in conjunction with a covered repair.

ADDITIONAL BENEFITS (Included at no cost):

1. **24 Hour Roadside Assistance:** Your Vehicle will be covered for up to ten (10) occurrences over the term of Your Service Contract. Towing benefits are provided for up to a maximum of one hundred dollars (\$100.00) per occurrence. Lock out service, fuel and fluid delivery services **(excluding the cost of the fuel or fluids)**, or battery boost/jump services are provided for up to a maximum of fifty dollars (\$50.00) per occurrence. Battery boost/jump services are not available for electric or hybrid vehicles. **If Your Vehicle requires Roadside Assistance, You must contact Quest Towing Services for prior approval and assistance, otherwise no coverage for the service will be provided.**

Please Note: The Emergency Roadside Assistance benefit is not intended to provide reimbursement of services secured through a provider other than the Road Service Processing Center.

You will be provided with Your Roadside Assistance number in the welcome letter You receive. **Transfer of this Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.**

2. Rental Benefit: Rental reimbursement will only be approved for an authorized repair, beginning on the claim submission date. Reimbursement for a rental vehicle is provided for a maximum of thirty-five dollars (\$35.00) per day, up to a maximum of five (5) days. Any authorized repair which requires the Vehicle to be left at a repair facility will qualify for one (1) day of rental reimbursement. Parts delays will qualify for up to three (3) days of reimbursement. Delays for inspection required by the Administrator qualify for up to one (1) day of rental reimbursement. In no case will delays caused by parts or inspections increase the maximum limit of 5 days. Rental car agreement charges will only be reimbursed to You for charges incurred from a licensed rental agency. You must provide the paid rental receipt to the Administrator to be reimbursed for the charges. In no case will reimbursement exceed the actual cost included on the rental receipts, and no reimbursement will be provided to You until the authorized repairs are complete and paid.

The 24 Hour Roadside Assistance benefits are provided through Quest Software, Inc. d/b/a Quest Towing Services, Inc. and Quest Claims Services, 106 West Tolles Drive, St. Johns, MI 48879, 1-855-513-5184.

OPTIONAL COVERAGES:

- 1. Enhanced Roadside:** This optional coverage may be purchased for an additional cost and provides benefits for the following: Emergency Travel Expense Reimbursement; Vehicle Theft Reward; Hit and Run Reward; Car Rental Discounts; Hotel/Motel Discounts; 1-800 Flowers Discounts; Custom Trip Routing; Emergency Message Relay; Nationwide Dealer Locator Assistance Service; Prescription Drug Benefits.
- 2. Seals and Gaskets:** Seals and gaskets will be covered only if the Seals and Gaskets option is selected at the time of purchase and the appropriate surcharge paid. **Note:** Seepage of seals and gaskets is considered normal wear and tear and is not covered under this Service Contract.

MANDATORY SURCHARGES

- 1. 4 Wheel/All-Wheel Drive Coverage:** If Your Vehicle is equipped with 4 Wheel/All-Wheel Drive, the following components are covered: 4 Wheel Drive Actuator and Locking Hubs.
- 2. Diesel:** If You have a diesel Vehicle, an additional mandatory surcharge is applied.

3. **1 Ton Vehicle:** If You have a vehicle with a one ton gross vehicle weight capability, (GVW) an additional mandatory surcharge is applied.
4. **Turbocharger/Supercharger (factory installed only):** all internal components contained within the Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal components, and Seals and Gaskets, Supply Line.
5. **Hybrid/Electric Vehicle:** Electric Motor, Power Controller, Inverter Assembly, Generator, Drive Motor Temperature Sensor/Switch, Battery Cooling Fan Relay/Module, Damper, Electric Water pump, Electric Air Conditioning Compressor and Battery Cooling Fan, Water Assembly Valve. A mandatory surcharge is applied if Your Vehicle is a hybrid or fully electric model.

WHAT IS NOT COVERED

1. **ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR TO THE REPAIR FACILITY.**
2. **Any parts not listed.**
3. **Fluids, filters and lubricants, except when required in connection with the repair or replacement of a covered part.**
4. **All electric-powered or hybrid-specific parts, unless the Hybrid/Electric Vehicle Surcharge was paid at the time You purchased the Service Contract.**
5. **Any Breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, normal wear and tear, a sludging or gelling condition, carbon build-up or contamination, contamination of fluids or fuels, and misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred.**
6. **Any physical damage, regardless of damaged components and/or cause of damage. Water or air leaks, and any damage caused by water or air leaks.**
7. **Valve Grinding, Burnt Valves, Core Charges, or Wheel Balancing.**
8. **Any Breakdown caused by the use of Your Vehicle for racing or any other forms of competitive driving; plowing snow; towing in excess of the weight for which Your Vehicle is rated; or any other purpose not recommended by the manufacturer.**
9. **Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure to maintain proper levels of lubricants and/or coolants.**
10. **Any Breakdown caused by engine detonation or pre-ignition.**
11. **Any Breakdown if, while owned by You, the Vehicle's odometer: (i) has been tampered with; (ii) has been disconnected; or (iii) is broken and was not immediately repaired.**
12. **Repair or replacement of components to improve operating performance. The repair of valves and/or bearings if a Mechanical Breakdown has not occurred and the purpose of such repair is simply to raise the engine's compression. A component or part which has not failed or resulted in a Breakdown, but which a repair facility recommends or requires be repaired or replaced solely based on a manufacturer's recommendation to upgrade the Vehicle.**

13. Any Breakdown or condition which already existed when You purchased Your Service Contract; or which occurred before You purchased Your Service Contract; or which occurs during the Validation Period.
14. Repair or replacement of any covered part if a Breakdown has not occurred.
Any repair or replacement of a covered component after recommended or required service, if such scheduled service was not in fact performed.
16. Any repair or replacement of a covered component when the Breakdown is caused by the Breakdown of a non-covered component, and any repair or replacement of a non-covered component when the Breakdown is caused by the Breakdown of a covered component.
17. Any alterations which have been made to Your Vehicle and are not factory-installed; frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; or any other modifications to any of Your Vehicle's systems.
18. Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee (regardless of whether or not the manufacturer or repair facility is doing business as an ongoing enterprise), or repairs for which the responsibility is covered by the repairer's guarantee (regardless of whether or not the repair facility is doing business as an ongoing enterprise). Further, coverage under this Service Contract is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.
19. Any loss caused by lack of proper and necessary amount of coolants or lubricants.
20. Liability for damage to property, or for injury or death arising out of the operation, maintenance or use of Your Vehicle whether or not related to the part covered.
21. Any Breakdown caused by contamination of fluids, fuels, fuels containing more than 10% ethanol, coolants, lubricants, rust or corrosion.
22. Shop supply charges; EPA Disposal Fees; special-order parts; shipping costs; parts locator research fees; storage fees; filter, lubricants, coolants, fluids and refrigerants except when replacement is required in conjunction with the repair or replacement of a Covered Part.
23. Repairs to seized or damaged engines due to continued operation without sufficient lubricants or coolant, regardless of cause. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of Your Vehicle's lights/gauges indicate inadequate protection or performance or if overheating occurs.
24. Any failure occurring outside of the United States or Canada.

INELIGIBLE VEHICLES

1. Any vehicle not expressly listed on the current Contract rate card.
2. Any vehicle with True Mileage Unknown (TMU). TMU is defined as any of the following: (i) the inability to determine Your vehicle's actual mileage at the time of a claim for repair; (ii) the inability to determine Your Vehicle's actual mileage at the time of purchase of this Service Contract; (iii) the vehicle's title has been branded as TMU by a state regulatory agency or department.

3. Any vehicle that has flood damage or has a title branded as FLOOD by a state regulatory agency or department.
4. Any vehicle that has been assigned a salvage title.
5. Trucks over 1 ton classification, taxis, buses, livery vehicles, and city and state owned vehicles.
6. Vehicles used for racing competition, time trials or rallies.
7. Vehicles modified from manufacturer's specifications.
8. Vehicles not purchased through a licensed authorized agent.
9. Grey Market Vehicles.
10. Vehicles with a fifth wheel, gooseneck trailer hitch, or a snow plow attachment.
11. Vehicles purchased by a minor.
12. Commercial vehicles, including vehicles not registered commercially but used for any commercial purposes.

TRANSFER AND CANCELLATION

TRANSFER OF SERVICE CONTRACT:

This Service Contract may be transferred by the Vehicle Owner shown on the Registration Page upon the sale of the Vehicle to another private party. Only one transfer is permitted during the term of the Service Contract.

The Service Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and the Administrator must receive it within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:

1. Name of New Owner,
2. Address & Telephone Number,
3. Copy of Title showing transfer.

This Service Contract must be given to the new owner at the time the Service Contract Transfer is completed. Transfer of Service Contract does not include transfer of the 24 Hour Roadside Assistance Program.

If this Service Contract is transferred, the transferee will not be entitled to a refund for any cancellation after the transfer occurs, unless transferee provides proof of payment for this Service Contract. The payment must be in addition to the payment for the purchase of the Vehicle.

CANCELLATION OF YOUR SERVICE CONTRACT:

1. You may cancel this Contract at any time.
2. To cancel this Service Contract, either return to the Vendor to complete and sign the cancellation form, or mail written notice to the Vendor of Your election to cancel this Service Contract. A notarized odometer statement indicating the odometer reading at the date of the request will be required.
3. Cancellation requests received:
 - a. Within the first thirty (30) days will receive a full refund, less any approved claim amounts.

- b. After the first thirty (30) days will receive a pro-rated refund based upon term or mileage, whichever is greater. The refund will be based on the unearned amount paid for this Service Contract, less any approved claim amounts. A fifty dollar (\$50.00) cancellation fee will apply.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt. If the vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

4. We may cancel at any time if:
 - a. Your Vehicle is deemed a total loss, is an unrecovered theft, or is repossessed.
 - b. Your Vehicle's odometer is disconnected or altered, or Your Vehicle is determined to be TMU.
 - c. Your Vehicle is used in a manner not covered by the Service Contract.
 - d. Your Vehicle is or has been modified.
 - e. Your Vehicle is an Ineligible Vehicle.
 - f. The charge for the Service Contract is not paid to Us.
 - g. Your Vehicle is covered by multiple Service Contracts.
 - h. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
 - i. Your Vehicle does not have a valid manufacturer Vehicle Identification Number (VIN).
 - j. The Vehicle's title is branded as salvage, junk, rebuilt, totaled or damaged by flood.
The Vendor was not authorized by Us to sell the Service Contract.

If We cancel, the cancellation will be effective as of the date We determine the reason for cancellation. You will receive a pro-rata refund of the unearned amount paid for this Service Contract, less any approved claim amounts. Notice of such cancellation will be delivered to You by first class mail. The notice will state the cancellation effective date and reason.

5. If the Service Contract Purchase Price, or any part of the Service Contract Purchase Price, is financed, the lienholder shown on the Registration Page may cancel this Service Contract for a default under the terms of the retail installment agreement between You and the lienholder. You should refer to Your retail installment agreement regarding any applicable refunds.

REFUND

All refunds will be calculated based on the provisions provided in the section entitled "Transfer and Cancellation."

The Administrator agrees to pay its respective percentage of the refund, based on the amount of the consideration the Administrator received. The Vendor agrees to pay its respective percentage of the refund based on the amount of the consideration the Vendor received.

In the event a refund is due upon the cancellation of this Service Contract, the Administrator shall remit to

the Vendor the Administrator's respective percentage of the refund due. Vendor shall then remit to You the full refund amount due, which shall include both the Administrator's and the Vendor's respective percentage of the refund due. In no event will We or Administrator be liable for the Vendor's portion of any refund due to You, including if the Vendor has ceased operations.

The Registration Page and this Service Contract constitute the entire agreement between You and the Provider and no other documents are legal and binding unless provided to You by the Administrator or Provider.

If a lending institution or the Vendor has financed the purchase of this Service Contract, the refund check will be made payable to the lending institution or the Vendor.

IF YOUR VEHICLE INCURS A BREAKDOWN

1. If Your Vehicle incurs a Breakdown, You must take the following steps in order to file a claim:
 - A. Determine if Your Vehicle requires Roadside Assistance. If Your Vehicle requires Roadside Assistance, refer to the section entitled "Plan Coverage," and specifically the sub-section entitled "Benefits."
 - B. Prevent Further Damage - Take immediate action to prevent further damage. This Service Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing Vehicle warning lights and gauges, and taking appropriate action immediately upon notification. Failure to do so may result in the denial of coverage.
 - C. Take Your Vehicle to a licensed repair facility of Your choice.
 - D. Provide the repair facility representative with a copy of Your Service Contract and/or Your Service Contract Number, if possible.
 - E. The repair facility representative must obtain authorization from the Administrator prior to any repair being initiated or any damaged parts being discarded.

REPAIRS WITHOUT PRIOR AUTHORIZATION WILL NOT BE COVERED OR REIMBURSED.

2. If prior authorization cannot be obtained during the Administrator's normal business hours and the cost of repair is three hundred and fifty dollars (\$350) or less, the Administrator may waive the pre-authorization requirement at the Administrator's sole discretion. The Administrator must still be contacted the first business day following the repair. Such unauthorized repair claims will be reviewed subject to Administrator's adjudication process.

The repair facility **must** do the following **prior** to initiating any repairs:

- A. Obtain Your authorization to diagnose the cause of Breakdown and cost of the repair. It is Your responsibility to ensure the cause of the Breakdown is properly diagnosed. It is Your responsibility to pay for the cost of diagnosis.

In addition, the Administrator will determine if an inspection and/or tear-down is necessary to confirm the cause of the Breakdown and if it is covered under the terms of this Service

Contract. The Administrator will also determine the extent of the tear-down that is necessary. “Necessary” shall be deemed to be the point where the damage is visible or determinable. You are responsible for authorizing the repair facility to complete the tear-down. The reasonable cost of the authorized tear-down will only be paid by the Administrator if the claim is approved.

- B. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service contact 1-800-871-0467.
- C. Review the Administrator’s determination of the claim with You to explain what will be covered by the Service Contract and what portions of the repairs, if any, will not be covered.

3. When You pick up Your Vehicle, You **must**:

- A. Review the work performed with the repair facility representative.
- B. Pay the Deductible amount shown in the Registration Page.
- C. Pay for any charges not covered by this Service Contract.
- D. Pay for the cost of covered components or repairs above the amount approved by Administrator.

PAYMENT OR REIMBURSEMENT OF CLAIMS

When the damage and repair falls within the scope of this Service Contract and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, payment will be provided in one of the following two methods, so long as the request for payment is submitted to the Administrator within one hundred and eighty (180) days of the date that the Claim was approved. **No requests for payment will be honored if received after one hundred and eighty (180) days that the Claim was approved.**

- **PAYMENT OPTION:** The Administrator will pay the repair facility for the approved amount of the Claim, less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card.
- **REIMBURSEMENT OPTION:** You may request reimbursement from the Administrator, by submitting the paid invoice to the address below. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected. The invoice must contain the following information:
 1. Itemized listing of replacement parts names, numbers and prices.
 2. Description of labor and charges necessary to correct the mechanical failure.
 3. Vehicle mileage, Year Make and Model, complete Vehicle Identification Number.
 4. Date of repair.

Royal Administration Services, Inc.

51 Mill Street, Building F

Hanover, MA 02339

Phone: 1-800-871-0467 • Fax: 1-781-261-2522

Florida Certificate of Authority #60109

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157. If We fail to perform or make payment under the terms of this Service Contract within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

STATE REQUIREMENTS

The following Special State Requirements and/or Disclosures apply if this Service Contract was purchased in one of the following states:

ALASKA

Under What Is Not Covered, Section 8 is amended by adding the following:

This Service Contract does provide coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially.

The following are changes to the Cancellation Of Your Service Contract section:

Section 2 is deleted in its entirety.

Section 3 is deleted and replaced with the following:

3. Cancellation requests received:

Within thirty (30) days will receive a full refund provided a claim has not been filed or paid. If a claim has been paid within the first thirty (30) days then cancellation will be in accordance with paragraph b of this section.

All other cancellations will receive a pro-rated refund based upon term or mileage, whichever is greater. Refunds will be calculated less seven point five percent (7.5%) of the unearned Service Contract purchase price, not to exceed fifty dollars (\$50.00).

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 this Service Contract to the Administrator.

Section 4 is deleted and replaced with the following:

If We cancel this Service Contract, We shall mail a written notice of cancellation to You at Your last known address at least sixty (60) days before the effective date of the cancellation. However, if We cancel this Service Contract for nonpayment of the Service Contract price, or for failure or refusal by You to provide the information necessary to determine the premium, We will mail a written notice of cancellation to You at Your last known address before the 20th day preceding the effective date of cancellation. If We cancel this Service Contract for conviction of You of a crime having as one of its necessary elements an act increasing a hazard insured against or for discovery of fraud or material misrepresentation made by You or a representative of You in obtaining this Service Contract or by You in pursuing a claim under the Service Contract, written notice shall be mailed to You at Your last known address at least ten (10) days before the effective date of the cancellation. We will make the required refund to You or credit to Your account within forty-five (45) days after return of the Contract to our Administrator. If we do not

pay any refund or credit your account, We will add ten percent (10%) of the unearned Service Contract purchase price to Your refund for each month Your refund remains unpaid.

The **NOTICE** at the end of this contract is deleted and replaced with the following:

NOTICE: This Service Contract is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Service Contract should be interpreted and understood within the meaning of a “service contract” in Public Law #93-637. Our obligations under this Service Contract are backed by a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157. If We fail to perform or make payment under the terms of this Service Contract within thirty (30) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida. Please call 1-866-306-6694 for instructions.

ARIZONA

The following change is to the General Provisions section:

Item 9. Arbitration is amended by adding the following:

For Residents of Arizona only: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, you may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. "You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548.

The following are changes to the What Is Not Covered provision:

Items 5, 8, 9 and 17 are deleted and replaced with the following:

Any Breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, flood, normal wear and tear, a sludging or gelling condition, contamination of fluids or fuels, and Your misuse, abuse, negligence, and/or failure to protect Your Vehicle from further damage when a Breakdown has occurred

8. Any Breakdown caused by Your use of Your Vehicle for racing or any other forms of competitive driving; plowing snow; or towing in excess of the weight for which Your Vehicle is rated.

Scheduled maintenance, and any Breakdown caused by a lack of required or recommended maintenance, or a failure by You to maintain proper levels of lubricants and/or coolants.

17. Any alterations which have been made by You to Your Vehicle and are not factory-installed frame or suspension modifications; lift kits (unless the appropriate surcharge has been paid); oversized/undersized tires or wheels; trailer hitches; or any other modifications to any of Your Vehicle's systems.

Item 13. is deleted in its entirety.

The following are changes to the Cancellation Of Your Service Contract section:

Section 2 and 3 are deleted and replaced with the following:

2. To cancel this Service Contract return to the Dealer to complete and sign the cancellation form. A notarized odometer statement indicating the odometer reading at the date of the request will be required. We are responsible for any refunds of payments made by You.
3. Cancellation requests received:
 - Within the first thirty (30) days and no claims have been paid or approved, will receive a full refund.
 - After the first thirty (30) days or if a claim has been paid or approved within the first thirty (30) days, cancellations are pro-rated based upon term or mileage, whichever is greater. A fifty dollar (\$50.00) cancellation fee will apply.
 - No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation.

Section 4 paragraphs d, f, h, i. and j. are deleted in their entirety and paragraphs b. and c. are deleted and replaced with the following:

Your Vehicle's odometer is disconnected or altered by You or the true and actual miles cannot be determined.

Your Vehicle is used by You in a manner not covered by the Service Contract, including vehicle modifications not recommended by the manufacturer.

Under What Is Not Covered, Section 8 is amended by adding the following:

This Service Contract does provide coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially.

CALIFORNIA

This Service Contract is not available to California residents.

FLORIDA

The following are added to this Service Contract:

In Florida this Service Contract is between You and United Service Protection, Inc., P.O. Box 20647, St. Petersburg, FL 33742, Florida Certificate of Authority No.: 60016. United Service Protection, Inc. has contracted with Royal Administration Services, Inc. Florida Certificate of Authority No.: 60109, to handle the administrative functions of this Service Contract. All inquiries should be directed to Royal Administration Services, Inc. at 1-800-871-0467.

The rate charged to You for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

The following are changes to the Cancellation Of Your Service Contract section:

Section 2 is amended to include the following:

You may also cancel this Service Contract by contacting the Administrator, Royal Administration

Services, Inc.

Sections 3 and 4 are deleted and replaced with the following:

If You cancel this Service Contract within sixty (60) days of the effective date of this Service Contract, You will receive a full refund less any claims paid. A cancellation fee of fifty dollars (\$50.00) or five percent (5%) of the gross Service Contract price paid, whichever is less will be charged. If You cancel the Service Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata Service Contract price, less any claims paid.

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days We may only cancel for the following reasons:

- a. There has been a material misrepresentation or fraud at the time of the sale of the Service Contract or in the submission of a claim;
 - b. You have failed to maintain the vehicle as prescribed by the manufacturer;
 - c. The odometer has been tampered with or disabled and you have failed to repair the odometer;
- Nonpayment of premium by You, in which case the Administrator shall provide You notice of cancellation by certified mail.

If We cancel this Service Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Service Contract price, less any claims paid.

The following change is to the If Your Vehicle Incurs A Breakdown provision:

Item 1 is amended by adding the following:

A claim for repairs under the Service Contract can be initiated by the Contract holder or his/her selected repair facility by calling toll-free 1-800-871-0467. For emergency repairs, should a breakdown occur after the Administrator's normal business hours or on a national holiday and the cost of repair(s) is three hundred and fifty dollars (\$350) or less, the pre-authorization amendment is amended. The Administrator must still be contacted the first working day following the breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

The following change is to the Transfer of Service Contract section:

The fee is amended from fifty dollars (\$50.00) to forty dollars (\$40.00).

LOUISIANA

The following change is to the General Provisions section:

Item 9. Arbitration is deleted in its entirety.

The following are changes to the Cancellation Of Your Service Contract section:

Section 3, items a. and b. are deleted and replaced with the following:

- a. If Your cancellation request is received within thirty (30) days from the effective date, You will receive a full refund of the Service Contract purchase price, less a fifty dollar (\$50.00) cancellation fee.

- b. If Your cancellation request is received after thirty (30) days from the effective date, You will receive a pro-rated refund of the Service Contract purchase price reflecting the greater of term or mileage used based on the term/miles selected and the date coverage begins, less a fifty dollar (\$50.00) cancellation fee.

NEVADA

The following are added to this Service Contract:
This Service Contract is non-renewable.

This Service Contract may be subject to a Validation Period of thirty (30) days and one thousand (1,000) miles prior to coverage taking effect.

The following are changes to the Cancellation Of Your Service Contract section:
Section 2 is amended by deleting the following:

“return to the Dealer to complete and sign the cancellation form”.

Section 3, paragraphs a. and b. are deleted and replaced with the following:

Cancellation requests received within thirty (30) days will receive a one hundred percent (100%) full refund provided claims have not been filed and/or paid. A cancellation fee will not be charged.

All other cancellations, including cancellations within the first thirty (30) days when a claim has been filed, are pro-rated based upon term or mileage, whichever is greater. A fifty dollars (\$50.00) cancellation fee will apply. **In no event will paid claims be deducted from any refund.**

Section 4 is deleted and replaced with the following:

After the Service Contract has been in effect for seventy (70) days we may only cancel for the following reasons:

- conviction of a crime that results in an increase in the service required under the service contract;
- discovery of fraud or material misrepresentation in obtaining the service contract or in presenting a claim;
- or discovery of either of the following if it occurred after the effective date of the service contract and substantially and materially increased the service required under the service contract:

an act or omission; or

a violation of any condition of the service contract.

We must mail You notice of cancellation fifteen (15) days prior to the effective date of termination stating the reason for cancellation and the effective date of the cancellation.

If We cancel this Service Contract, no cancellation fee will be charged. In no event will paid claims be deducted from any refund.

The following is added to the **Refund** provision:

The Administrator shall refund to You the Service Contract Purchase Price paid within forty-five (45) days after this Service Contract is returned pursuant to Section 3.a. of the Cancellation Of Your Service Contract provision. If the Administrator fails to refund the Service Contract Purchase Price paid within that time, the Administrator shall pay You a penalty of ten percent (10%) of the Service

Contract Purchase Price paid for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. This provision applies only to the original purchaser.

OKLAHOMA

The following are added to this Service Contract:

This is not an insurance contract. Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

In Oklahoma this Service Contract is between the Contract Holder and the Provider; Assurant Service Protection, Inc. **P.O. Box 20647, St. Petersburg, FL 33742.**

The following change is to the General Provisions section:

Item 9. Arbitration is deleted and replaced with the following:

NON-BINDING ARBITRATION

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Service Contract shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

The following change is to the Additional Benefits section:

In Oklahoma the 24 Hour Roadside Assistance benefits are provided by Quest Towing Services LLC, Oklahoma Motor Service Club License number 864086, Toll-free number 1-855-513-5184.

The following are changes to the Cancellation Of Your Service Contract section:

Section 2 is amended by deleting the following:

“return to the Dealer to complete and sign the cancellation form”.

Sections 3, paragraphs a. and b. are deleted and replaced with the following:

- a. If this Service Contract is canceled within the first thirty (30) days from the effective date, and no claim has been authorized or paid, We will refund the entire Service Contract charge paid.
- b. If You cancel this Service Contract after the first thirty (30) days from the effective date, or have made a claim within the first thirty (30) days, You will receive a refund based on one hundred percent (100%) of the unearned pro rata premium, less a processing fee of ten percent (10%) of the unearned pro rata premium or fifty dollars (\$50.00), whichever is less. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.
- c. If We cancel this Service Contract, one hundred (100%) of the unearned pro rata premium will be refunded less the actual cost of any service provided under the Service Contract.

WASHINGTON

The following are added to the Definitions provision:

Service Provider: the person that is contractually obligated to the Service Contract Purchaser/Holder under the terms of this Service Contract. This Service Contract is between You and United Service Protection Corporation, P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785.

Service Contract Purchase Price/Provider Fee: the price paid by You for the purchase of this Service Contract.

Reimbursement Insurance Policy: a policy of insurance issued to the Service Contract Provider to provide reimbursement to the Service Contract Provider to pay on behalf of the Service Contract Provider all contractual obligations incurred by the Service Contract Provider under the terms of the Service Contract issued/sold by Issuing Dealer/Service Contract Seller.

Service Contract Purchaser/Holder: the purchaser of this Service Contract as named in the Registration Page.

Issuing Dealer/Service Contract Seller: the person who sells the Service Contract to the Service Contract Purchaser/Holder.

We, Us, Our or Provider: the Service Contract Provider, United Service Protection Corporation, P.O. Box 20647, St. Petersburg, FL 33742, 1-800-283-0785.

You or Your: the Service Contract Purchaser/Holder as named on the Registration Page.

Vehicle means any vehicle subject to registration under Chapter 46.16 RCW described on the Registration Page that is covered under this Service Contract.

The following are changes to the General Provisions section:

Item 2. Subrogation and Our Right to Recover Payment is amended by adding the following:

We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed

for Your loss.

Item 9. Arbitration is deleted and replaced with the following:

BINDING ARBITRATION

Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action.

To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You agree and understand that this arbitration provision means that You give up Your right to go to court on any Claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree that any civil action relating to Your claim must be brought in the federal or state courts of competent jurisdiction within the State of Washington. The decision of the arbitrator shall be binding on You and Us and may be enforced in any court of competent jurisdiction within the State of Washington.

Nothing in this 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

The following change is to the What Is Not Covered provision:

Item 9 is amended by adding the following:

Your failure to perform maintenance must involve the failed part(s).

The following are changes to the Cancellation Of Your Service Contract section:

Items 1-5 are deleted and replaced with the following:

1. You may cancel this Contract any time.
 - a. Cancellation requests received within ten (10) days after the Service Contract purchase date will receive a full refund, and no cancellation fee will be applied.
 - b. Cancellation requests received after the first ten (10) days and within the first thirty (30) days of the Service Contract purchase date will receive a full refund less a cancellation fee of twenty-five dollars (\$25.00). A ten percent (10%) penalty shall be added to any refund

- that is not paid within thirty (30) days of the return of the Service Contract to Us.
- c. All other cancellations are pro-rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less a twenty-five dollars (\$25.00) cancellation fee.
 - d. Return to the Dealer, Administrator, or Provider to complete and sign the cancellation forms, or mail written notice to the Dealer, Administrator, or Provider if You desire to cancel the Contract. **A notarized odometer statement indicating the odometer reading at the date of the request will be required.**
 - e. You may also contact the insurance company directly for cancellation.

All cancellation requests will be effective as of the date received. In addition, all cancellation requests must have an effective date which is no later than forty-five (45) days from the date of receipt. If the vehicle is repossessed, stolen, or totaled, this limitation of time may be waived at the Administrator's sole discretion. The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2. We may cancel for any reason within the first sixty (60) days. After sixty (60) days We are fully obligated under the terms of this Service Contract, and may only cancel for the following reasons:
 - a. Your Vehicle is totaled, unrecovered theft, or is repossessed.
 - b. Your Vehicle is used in a manner not covered by the Service Contract.
 - c. Your Vehicle is or has been modified by You.
 - d. The charge for the Service Contract is not paid to Us.
 - e. You made material misrepresentation, or provided false, incomplete or misleading information in obtaining this Service Contract or in the submission of a claim.
- The Dealer was not authorized by Us to sell the Service Contract.

Written Notice of cancellation will be delivered to You at the last known address on file with Us for You at least twenty-one (21) days prior to cancellation. The Notice of Cancellation will be sent by certified mail, return receipt requested, and shall state the effective date of the cancellation and the true and actual reason for the cancellation. Any reimbursement due to you will be included.

3. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear.

The following change is under the If Your Vehicle Incurs A Breakdown provision:

Item 1 is amended by adding the following:

For repairs exceeding three hundred fifty dollars (\$350.00) for which prior authorization cannot be obtained during the Administrator's normal business hours, contact the Administrator on the next business day at 1-800-871-0467.

WISCONSIN

The following is added to this Service Contract:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE

COMMISSIONER OF INSURANCE.

The following change is to the Additional Benefits section:

In Wisconsin the 24 Hour Roadside Assistance benefits are provided by Quest Towing Services LLC, Toll-free number 1-855-513-5184.

The following are changes to the General Provisions section:

Item 2. Subrogation and Our Right to Recover Payment is amended by adding the following:

We shall not be entitled to any subrogation proceeds unless and until You have been fully reimbursed for Your loss.

Item 9. Arbitration is deleted in its entirety.

The following are changes to the Cancellation Of Your Service Contract section:

Sections 3, paragraphs a. and b. are deleted and replaced with the following:

- a. If Your cancellation requests received within thirty (30) days and no claims have been paid, You will receive one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We will add to the amount of the refund.
- b. All other cancellations or if a claim has been made, We shall refund one hundred percent (100%) of the unearned pro-rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid. If You request cancellation due to a total loss of Your Vehicle which is not covered by a replacement under the terms of Your Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Contract purchase price paid, less claims paid.

Section 4 is deleted and replaced with the following:

We may cancel at any time if:

Nonpayment of the Service Contract price.

Material misrepresentation by the Contract Holder to the Provider or Administrator.

Substantial breach of duties by the Service Contract Holder relating to the covered Vehicle or its use.

If We cancel for these reasons, You will receive a pro rata refund less claims paid. We will mail written notice of the cancellation to You at Your last known address at least five (5) days prior to the effective cancellation date. The written notice will provide the reason for the cancellation and the cancellation effective date. If We cancel for any reason other than nonpayment of the Service Contract, You will receive a pro rata refund less a service charge not to exceed 10% of the Service Contract price.

If Your Vehicle Incurs A Breakdown is amended as follows:

Item 1 is amended by adding the following:

Failure to obtain authorization prior to having repairs made may jeopardize Coverage under this Service Contract.

In the event of emergency repairs, and You are unable to obtain prior authorization, the burden is on You to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this Service Contract. For such emergency repairs, Your claim will not be denied solely for the lack of prior authorization.

The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Service Contract. Any additional amount must receive prior approval.

The following change is to the Payment of Reimbursement of Claims section:

The Reimbursement Option is amended by adding the following:

Once authorization is obtained, and the repair is completed, all repair invoices and documentation must be submitted to the Administrator as soon as reasonably possible.

The **NOTICE** at the end of this contract is deleted and replaced with the following:

NOTICE: This Service Contract is not a contract of insurance. This is a Service Contract as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637. Obligations of the provider under this Service Contract are insured under a Service Contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under a Service Contract within sixty (60) days after a Contract Holder provides proof of loss, or if We become insolvent or otherwise financially impaired, the Contract Holder may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. For reimbursement, payment, or provision of service, please call 1-866-306-6694 for instructions.

WYOMING

The following change is to the Administrator's Responsibilities section:

Item 1. Breakdown of Covered Parts is amended by adding the following:

Replacement parts may be non-original manufacturer's parts.

The following change is to the General Provisions section:

Item 9. Arbitration is deleted in its entirety

The following change is to the Additional Benefits section:

In Wyoming the 24 Hour Roadside Assistance benefits are provided by Quest Towing Services LLC, Toll-free number 1-855-513-5184.

The following change is to the What Is Not Covered Section:

Item 25 is added with the following:

This Service Contract does not cover consequential damages.

The following are changes to the Cancellation Of Your Service Contract section:

Item 3 is amended by adding the following:

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 Service Contract to the provider.

Item 4 is amended by adding the following:

If We cancel this Service Contract for reasons other than nonpayment, a material misrepresentation made by You to Us or because of a substantial breach of duties by You relating to the Vehicle or its use, We will mail a written notice to You at least ten (10) days prior to cancellation.

Item 5 is deleted in its entirety.



Frequently Asked Questions

Where Can I Take My Vehicle For Repairs?

You can take your vehicle to any ASE licensed repair facility, franchise dealership, or national chain such as Pep Boys, Midas, Goodyear or Firestone. Go to www.ASE.com to locate an ASE service center near you.

What Do I Do If I Find Errors In The Information Printed In This Packet?

Please contact our customer service team immediately at 877-CARCHEX and we are happy to assist you.

What Are My Maintenance Requirements For My Vehicle?

All vehicle service contracts sold by CARCHEX require that, at a minimum, the factory maintenance plan must be followed. Please take a moment to review all maintenance requirements included in the service contract portion of this packet.

Can A Service Contract Be Canceled?

We want you to be fully satisfied with every purchase from CARCHEX. If you are not satisfied for any reason with the contract that you have purchased, you may contact CARCHEX within 30 days for a full refund of the purchase price. You must contact CARCHEX and submit the required form within 30 days of your purchase date to ensure full credit. Requests for cancellations received beyond the 30 days are subject to the terms of the enclosed Service Contract.

About CARCHEX



CARCHEX is one of very few Extended Vehicle Protection companies who have earned accreditation from the Better Business Bureau (BBB). CARCHEX has also earned an A+ rating with the BBB and has been helping automotive consumers protect their vehicles for more than a decade. CARCHEX is endorsed by Pat Goss of PBS's popular automotive series MotorWeek. Pat only endorses companies he has purchased from himself and that meet his very high consumer advocacy standards. CARCHEX also ranked on the 2009-2011 Inc. 500/5000 as one the fastest growing private companies in the United States.

About Assurant Solutions Companies



With operations in 25 locations, including executive offices in Atlanta, Ga., Assurant Solutions serves clients and their customers in 12 countries throughout North America, the Caribbean, Latin America, Europe and Asia. Assurant Solutions is also part of Assurant, a premier provider of specialized insurance products and related services in North America and worldwide markets. Assurant, a Fortune 500 company and a member of the S&P 500, is traded on the New York Stock Exchange under the symbol AIZ. Assurant has over \$28 billion in assets and \$8 billion in annual revenue.

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118 Shawan Road, Suite 210 • Baltimore, MD 21030