



**DriveSmart**  
WARRANTY.COM

## Travelers Standard Protection Plan

Claims: 1.888.980.0770

Customer Service: 1.888.578.3711

Roadside Assistance: 1.866.995.9311

# Travelers Standard Vehicle Service Contract

## PURCHASER INFORMATION

PURCHASER NAME	AREA CODE AND TELEPHONE NUMBER
STREET ADDRESS	CITY, STATE, AND ZIP CODE

## VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER (VIN)	VEHICLE ODOMETER READING AT TIME OF CONTRACT SALE
YEAR, MAKE, AND MODEL	RATE CLASS

## SELLING COMPANY AND FINANCE COMPANY INFORMATION

SELLING COMPANY NAME	SELLING COMPANY ADDRESS	SELLING COMPANY TELEPHONE NUMBER
FINANCE COMPANY	FINANCE COMPANY ADDRESS	

## Obligor

The following entity will serve as the OBLIGOR of the Service Agreements: DriveSmart Auto Care, Inc. The Obligor address is 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770 . The Obligor's performance under this Contract is insured by an insurance policy issued by Lexington National Insurance Corporation, at 888-888-2245 or 11426 York Road, 2nd floor, Cockeysville, MD, 21030. If a Covered Repair is not paid within sixty (60) days after proof of loss has been filed, You may file a claim with Lexington National Insurance Corporation at the address listed above.

## CONTRACT INFORMATION

COVERAGE	DEDUCTIBLE PER VISIT	TERM MONTHS	TERM MILES	EXPIRATION DATE	EXPIRATION MILEAGE
VEHICLE SURCHARGES/OPTIONS			CONTRACT SALE DATE	SERVICE CONTRACT PRICE	

## AGREEMENT PERIOD

Terms for coverage are measured from the Contract sale date and the Vehicle odometer mileage reading at the time of sale. **THIS SERVICE CONTRACT HAS A WAITING PERIOD OF ONE MONTH (30 DAYS) AND 1,000 MILES.** Any breakdown that occurs during this waiting period will not be covered. This one month and 1,000 miles will be added to the end of the term listed above. This Contract begins on the Contract sale date and expires on the mileage or expiration date listed above, whichever occurs first. This Contract is non-renewable.

## ADDITIONAL BENEFITS

**Rental Vehicle Expense:** We will reimburse YOU for car rental expenses incurred if the covered vehicle is disabled as a result of an approved and covered repair. This benefit is limited to \$35 per day and up to 5 days in total and only while the covered vehicle is being repaired. Total reimbursement will not exceed \$175.00 per occurrence. This benefit is limited to one event per membership year. All emergency trip reimbursements will be administered in conformity with the Terms and Conditions of the member's contract.

**Trip Interruption:** We will reimburse YOU for local lodging and meal expenses incurred in the vicinity of the garage repairing the covered vehicle if the covered vehicle is disabled as a result of a covered repair when the member is stranded overnight at least 100 miles from their home. This benefit is limited to \$80 per day and up to 3 days in total and only while the covered vehicle is being repaired. Total reimbursement will not exceed \$240.00 per occurrence. This benefit is limited to one event per membership year. All emergency trip reimbursements will be administered in conformity with the Terms and Conditions of the member's contract.

**24 Hour Roadside Assistance:** YOUR VEHICLE will be covered over the term of YOUR SERVICE CONTRACT. All Emergency Roadside Assistance and Towing Service events have a cost limit per event of \$100.00. Should YOU request a service that exceeds that limit, YOU will be responsible for any excess cost and pay QUESTX directly at the time of requesting the service. If YOUR VEHICLE requires Roadside Assistance, YOU must contact QUESTX for prior approval and assistance. YOU will be provided with YOUR Roadside Assistance number by the ADMINISTRATOR as part of YOUR fulfillment documentation. **Fees for services incurred independently are NOT covered.**

To obtain service for Towing/Roadside Assistance, You may contact QuestX at 1-866-995-9311 or DriveSmart Auto Care at 1-888-980-0770.

For Emergency trip and Vehicle Rental Reimbursement: You must submit a claim to us within 21 days of the vehicle repair event, which includes your name, contract number, mailing address and vehicle details (no limitation in Alaska). You must also include paid receipts validated by the companies providing you service. The replacement vehicle must be rented from a national chain and a receipt will be required for reimbursement.

**Service Provider Network: All roadside assistance services and benefits are administered by Quest X (DBA Quest Towing Incorporated) located at 106 West Tolles Drive, St. Johns, MI 48879. THE SERVICES AND BENEFITS LISTED ABOVE HAVE A WAITING PERIOD OF ONE MONTH (30 DAYS). NOTE: Towing and Roadside benefits administered by QUESTX are unavailable in Utah.**

## TRAVELERS STANDARD COVERAGE

This SERVICE CONTRACT is an agreement between YOU and US. WE, US, OUR and PROVIDER refer to DriveSmart Auto Care Inc., who is the party responsible to YOU for the benefits under this SERVICE CONTRACT. YOU, YOUR and CONTRACT HOLDER refers to YOU, the purchaser of this SERVICE CONTRACT and the Vehicle described in the DECLARATION PAGE of this SERVICE CONTRACT. WE have contracted with DriveSmart Auto Care, Inc., 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770, hereinafter referred to as ADMINISTRATOR, to administer this SERVICE CONTRACT. All inquiries should be directed to the ADMINISTRATOR. Toll-free assistance is available at 888-980-0770.

The purchase of these products is optional and is in no way a condition to either the purchase or financing of a vehicle. THIS IS NOT INSURANCE.

## **DEFINITIONS**

- **AUTHORIZED REPAIR(S), APPROVED REPAIR(S):** All repairs must be approved and authorized by the ADMINISTRATOR as a condition of COVERAGE. Repairs performed without the prior approval or authorization from the ADMINISTRATOR will not be covered, except as provided for under Emergency Repairs.
- **BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:** Defects in materials and workmanship of a COVERED PART to perform the function for which it was designed by its manufacturer.
- **COVERAGE:** The coverage afforded to YOU for YOUR VEHICLE is determined by the PLAN TYPE selected on the DECLARATION PAGE and more fully described in the PLAN COVERAGE section of this SERVICE CONTRACT.
- **COVERED PART(S):** Parts or components listed under the PLAN COVERAGE and subject to YOUR responsibilities for VEHICLE maintenance under the YOUR OBLIGATIONS section and subject to conditions described under "EXCLUSIONS".
- **CONTRACT NUMBER:** YOUR "CONTRACT NUMBER" on the DECLARATION PAGE is a unique number that identifies YOU, YOUR VEHICLE and YOUR COVERAGE. Please refer to this number with any communication regarding YOUR coverage or when filing a claim.
- **COMMERCIAL:** If YOUR VEHICLE is used for commercial purposes, or is registered as a company vehicle, which includes but is not limited to transporting customers or employees, delivery service, business travel or is used by more than one driver.
- **DECLARATION PAGE:** The page of this CONTRACT that specifies YOUR information, SELLING COMPANY information, applicable lien holder information (if any), COVERAGE selected by YOU, and other information pertaining to YOUR CONTRACT.
- **DEDUCTIBLE:** The amount on the DECLARATION PAGE that YOU will have to pay when YOU have a claim.
- **EXPIRATION:** YOUR SERVICE CONTRACT expires in accordance with the CONTRACT TERM that YOU purchased. The CONTRACTTERM is listed on the DECLARATION PAGE of this CONTRACT. All plans expire by time or mileage, whichever occurs first. Expiration by time is measured from the CONTRACT purchase date. Expiration by mileage is measured from the odometer mileage of YOUR VEHICLE on the CONTRACT purchase date.
- **FACTORY, FACTORY WARRANTY:** The Manufacturer of the VEHICLE and all warranty coverage provided to YOU by the Manufacturer of the VEHICLE at no additional cost. The FACTORY WARRANTY covers repairs to YOUR VEHICLE to correct any defects in components or workmanship.
- **LIMITS OF LIABILITY:** The total amount of OUR liability to YOU for the aggregate of covered claims paid, as set forth in this GENERAL PROVISIONS section of SERVICE CONTRACT.
- **SERVICE CONTRACT, CONTRACT:** This SERVICE CONTRACT issued to YOU and covering YOUR VEHICLE as listed on the DECLARATION PAGE.
- **VALIDATION PERIOD:** YOUR COVERAGE is subject to a VALIDATION PERIOD of time and mileage from the date of CONTRACT purchase. There is NO COVERAGE during the VALIDATION PERIOD. The length of the VALIDATION PERIOD is listed on the DECLARATION PAGE of this CONTRACT and YOUR COVERAGE is effective the day following the expiration of the VALIDATION PERIOD. The time and mileage contained in YOUR validation period will be added to the plan's term and mileage.
- **VEHICLE, YOUR VEHICLE:** YOUR eligible passenger VEHICLE (1 ton or less) listed on the DECLARATION PAGE of YOUR SERVICECONTRACT.
- **SELLING COMPANY:** The SELLING COMPANY from which YOU purchased the CONTRACT.

## OUR OBLIGATIONS

**Vehicle Repairs:** Subject to the terms and conditions set forth in this CONTRACT, WE will pay YOUR repair facility or reimburse YOU for the reasonable parts and labor charges to repair or replace any BREAKDOWN of a part listed in the Plan Coverage Section of the plan that YOU have selected on the DECLARATION PAGE. All repairs must be approved and authorized by the ADMINISTRATOR as a condition of COVERAGE. Repairs performed without the prior approval or authorization of the ADMINISTRATOR will not be covered, except as provided for under Emergency Repairs. The ADMINISTRATOR will be solely responsible for determining the method of repair and amount of repair authorization. Replacement parts may be new, used, remanufactured, or replacement parts of like kind and quality (“Ikg”). Authorization for approved part charges will be determined by available published retail pricing, or prevailing manufacturers’ suggested retail price (M.S.R.P.) as determined by the ADMINISTRATOR. Approved labor charges will be determined using nationally published flat-rate manuals. The ADMINISTRATOR, in its sole discretion, will determine the labor rate for authorized repairs based on the average labor rate of repair facilities in the area. The labor rate will not exceed the posted labor rate of the repair facility. In the event YOU have selected the Enhanced Labor Rate Option on the DECLARATION PAGE, the approved labor rate will be the posted rate of the repair facility.

- **Trip Interruption:** We will reimburse YOU for local lodging and meal expenses incurred in the vicinity of the garage repairing the covered vehicle if the covered vehicle is disabled as a result of a covered repair when the member is stranded overnight at least 100 miles from their home. This benefit is limited to \$80 per day and up to 3 days in total and only while the covered vehicle is being repaired. Total reimbursement will not exceed \$240.00 per occurrence. This benefit is limited to one event per membership year. All emergency trip reimbursements will be administered in conformity with the Terms and Conditions of the member’s contract.
- **Rental Vehicle Expense:** We will reimburse YOU for car rental expenses incurred if the covered vehicle is disabled as a result of an approved and covered repair. This benefit is limited to \$35 per day and up to 5 days in total and only while the covered vehicle is being repaired. Total reimbursement will not exceed \$175.00 per occurrence. This benefit is limited to one event per membership year. All emergency trip reimbursements will be administered in conformity with the Terms and Conditions of the member’s contract.
- **24 Hour Roadside Assistance:** YOUR VEHICLE will be covered over the term of YOUR SERVICE CONTRACT. All Emergency Roadside Assistance and Towing Service events have a cost limit per event of \$100.00. Should YOU request a service that exceeds that limit, YOU will be responsible for any excess cost and pay QUESTX directly at the time of requesting the service. If YOUR VEHICLE requires Roadside Assistance, YOU must contact QUESTX for prior approval and assistance. YOU will be provided with YOUR Roadside Assistance number by the ADMINISTRATOR as part of YOUR fulfillment documentation. **Fees for services incurred independently are NOT covered.** Services include: Tire changes (Repair or replacement cost of tire is responsibility of Customer), Emergency Fluid Delivery (Cost of fluids will be responsibility of Customer), Dead Battery Jump Starts, Lockout Services (Cost of key replacement(s) will be Customer’s responsibility), Towing (Towing under Roadside Assistance does not include Accident scene or Secondary tow services for vehicles involved in collisions), Gone-on-Arrival, Information Hotline, and Concierge Services for airline reservation and ticketing, alternate transportation, hotel/motel reservations, tourist bureaus, nationwide ATM locator system, and personal assistant. YOU are solely responsible for payment directly to the service provider for any Concierge Services arranged by QUESTX (I.E., Cost of airline ticket, hotel room, rental car, ect.).

## **YOUR OBLIGATIONS**

- **YOU or YOUR repair facility must obtain approval prior to having any work performed on YOUR VEHICLE that may be covered by this SERVICE CONTRACT.** If YOU believe the failure may be covered by this SERVICE CONTRACT, YOU must have YOUR repair facility call the ADMINISTRATOR at 888-980-0770. **The ADMINISTRATOR must authorize any work before the work is performed.** Repairs performed without the prior approval or authorization of the ADMINISTRATOR will not be covered, except as provided for under Emergency Repairs.
- **YOU must maintain YOUR VEHICLE in accordance with manufacturer's specifications and maintenance schedules. Keep all receipts and licensed repair facility records that demonstrate YOUR compliance with this provision.** Proof of maintenance may be required when YOU file a claim. Failure to follow the manufacturer's maintenance schedule for YOUR VEHICLE may result in the denial of COVERAGE.
- Maintenance receipts must identify YOUR VEHICLE, date and mileage at the time of service, parts and labor charges, and originate from a licensed repair facility. If maintenance has been provided by YOU, then a detailed log including all dates and services with corresponding sales receipts for parts will be required.
- YOU are responsible for authorizing any teardown or diagnosis time needed to determine if YOUR VEHICLE has a covered failure. If it is subsequently determined that YOUR VEHICLE has a covered failure, the ADMINISTRATOR will approve the claim and pay the charges in accordance with the terms of this SERVICE CONTRACT. YOU will be responsible for any charges if it is determined that the failure is not covered by the plan that YOU have selected or under the terms of YOUR SERVICE CONTRACT.
- YOU are responsible for paying the DEDUCTIBLE for any claim authorized by the ADMINISTRATOR. ONLY ONE DEDUCTIBLE WILL APPLY TO ANY CLAIM. although a claim may include multiple component groups or parts replacements that are part of the repair. The amount of YOUR DEDUCTIBLE is listed on YOUR DECLARATION PAGE. YOUR DEDUCTIBLE does not apply to Roadside or Trip Interruption benefits that may be included in the plan YOU selected.

## **GENERAL PROVISIONS**

**LIMITS OF LIABILITY: Our liability under this CONTRACT is limited. During the CONTRACT TERM, the aggregate sum of all claims shall in no event exceed the limit stated below:**

LIMIT OF LIABILITY: \$15,000 including all claims for towing, rental benefits, ect., or current NADA Used Car Guide/Trade-In Value at the time of the repair, whichever is less.

Per Repair Visit: Our liability for any one (1) repair visit shall not exceed current NADA Used Car Guide/Trade-In Value at the time of the repair. Once the aggregate sum of all claims and benefits paid or payable under this CONTRACT reaches \$15,000 or the current NADA Used Car Guide/Trade-In Value at the time of the repair, whichever is less, this CONTRACT shall become fully earned and no further claims can be made against US.

Once the LIMITS OF LIABILITY have been reached, this CONTRACT and all rights there under shall terminate.

TERMINATION: This CONTRACT will immediately terminate if YOUR VEHICLE is sold or traded unless YOU have transferred this CONTRACT in accordance with the transfer provision listed in this CONTRACT.

## **PLAN COVERAGE**

### **THESE PARTS ARE COVERED:**

**This CONTRACT covers ONLY the components/parts listed below:**

- (1) ENGINE:** (Gas or Diesel): All internally lubricated parts within the Engine including: Pistons, Piston Rings, Crankshaft and Main Bearings, Connecting Rods and Rod Bearings, Camshaft and Camshaft Bearings, Timing Chain, Timing Chain Tensioner, Timing Gears, Intake and Exhaust Valves, Valve Springs, Valve Guides, Oil Pump, Push Rods, Rocker Arms, Rocker Arm Shafts, Hydraulic and Solid Lifters, Harmonic Balancer. The Engine Block, Heads, Timing Cover, Valve Cover(S) and Oil Pan are covered only if damage is caused by a FAILURE of any of the COVERED PARTS listed in this paragraph. Timing Belt failures are covered if the CONTRACT purchaser has followed the manufacturer's recommended maintenance schedule for replacement.
- (2) TRANSMISSION:** (Automatic or Manual): All internally lubricated parts within the transmission including the Torque Converter, Vacuum Modulator Valve and Internal Solenoids. The Transmission case is only covered if damage is caused by a FAILURE of any of the COVERED PARTS listed in the preceding sentence.
- (3) TRANSFER UNIT:** (4x4): Internally lubricated parts within the transfer unit including Bearings, Bushings, Sprockets, Chains, Sleeves, Shift Forks and Gears (Excluding Electrical Items). The Transfer Case is only covered if damage is caused by a FAILURE of any of the above COVERED PARTS.
- (4) DIFFERENTIAL ASSEMBLY:** (Front and Rear) Axle Shaft, Ring and Pinion, Bearings, Bushings, Washers, Differential Housing and Differential Cover only if damage is caused by a FAILURE of an internally lubricated part. All other internal parts contained with the differential assembly.
- (5) DRIVE AXLE:** (Front and Rear) Drive Axle, Constant Velocity Joints (CV Boots must not be torn at time of failure), Center Support Bearings, Drive Shaft and Universal Joints.
- (6) COOLING SYSTEM:** Water Pump and Water Pump Housing, Radiator and Cap.
- (7) FUEL SYSTEM:** Fuel Pump, Fuel Injection Pump and Metal Fuel Delivery Lines.
- (8) ELECTRICAL:** Alternator, Voltage Regulator, Starter Motor, Ignition Switch, Front And Rear Window Wiper Motors, Head Lamp Switch, Turn Signal Switch, Rear Defogger Switch, Air Conditioning Blower Switch, Power Window Motors/Switches, Power Door Lock Actuators/Switches.
- (9) AIR CONDITIONING:** Condenser, Compressor, Evaporator, Expansion Valve and Blower Motor. Coverage is also provided for the Accumulator/Receiver Dryer and Orifice Tube if replaced as part of an otherwise covered repair.
- (10) TURBO/SUPERCHARGER:** Turbocharger/Supercharger Housing, Turbo Boost Valve, Turbo Waste Gate Actuator, Bearing, Bushing, and all other internal parts, Seals and Gaskets. Vehicles with non-manufacturer installed Turbo/ Superchargers are not eligible for any coverage.
- (11) SEALS AND GASKETS:** Seals and Gaskets are covered only in conjunction with the repair or replacement of the COVERED PARTS listed above. **Leaking seals or gaskets are not covered.**

## OPTIONAL COVERAGE

• **Technology Group:** If YOU have selected the Technology Group option on YOUR DECLARATION PAGE and paid the additional charge the following components are covered only if they were installed by the Manufacturer: GPS Navigation Components, DVD/Electronic Entertainment System, Captain's Chair Motors and switches, Rear Passenger Ventilation Controls and Switches, Auxiliary Light Switches, Rear Air Conditioner Components: Expansion Valve, Evaporator, Capacitors, Relays, Blower Motor and Switch, and Seals and Gaskets. All coverage is limited to vehicle installed components. **Remote controls, DVDs and other removable components are not covered.**

• **Enhanced Labor Option:** If YOU have selected the Enhanced Labor Option on YOUR DECLARATION PAGE and paid the additional charge, the ADMINISTRATOR will not determine the average labor rate of repair facilities in the area when adjudicating the claim. The maximum payable repair facility labor rate for a claim approved by the ADMINISTRATOR will be the publicly posted labor rate of YOUR authorized repair facility

• **Emission Coverage Option:** If YOU have selected the Emissions Coverage option on YOUR DECLARATION PAGE and paid the additional charge, the following components of YOUR VEHICLE will be covered: Air Fuel Ratio Sensor/Oxygen Sensor, Air Pump, Barometric Pressure Sensor, Canister Purge Solenoid, EVAP Purge Canister, EVAP Leak Detection Pump And Valve, EVAP Vent Valve, Deceleration Valve, EGR Valve, EGR Solenoid, EGR Check Valve, DPFE Sensor, EGR Controller, EGR Diverter Valve, EGR Relay, Purge Valve, EGR Position Sensor, EGR Lines, EGR/EFE Thermal Vacuum Switch, EGR/EFE Valve, Engine Oil Fill Cap, Fuel Fill Neck Restrictor, Fuel Tank Pressure Sensor, Fuel Tank Vent Valve, Fuel Temperature Sensor, Idle Air Control Valve, Intake Air Resonator, Intake Air Temperature Sensor, MAP Sensor, Mass Air Flow Sensor, PCV Sensor, Air Injection Control Valve, Air Injection Check Valve, Air Injection Pump, Air Injection Relay.



## **MANDATORY SURCHARGES**

- **Commercial/Business Use:** If YOUR VEHICLE is used for commercial purposes, or is registered as a company vehicle, which includes but is not limited to transporting customers or employees, delivery service, business travel or is used by more than one driver, the Commercial Use Box must be checked on the DECLARATION PAGE. Vehicles with any of the following components/features ARE NOT eligible for commercial coverage at any time: 4X4 drivetrain, Oversized Tires/ Wheels, Turbo/Supercharger(s), greater than  $\frac{3}{4}$  ton capacity, and greater than 8 passenger capacity. Vehicles at any time equipped with a snow plow, fifth wheel, interior storage racks or power take-off equipment are expressly ineligible for coverage.
- **Four (4) Wheel/All-Wheel Drive:** If YOUR VEHICLE is equipped with 4 Wheel/ All Wheel Drivetrain, this surcharge must be selected on the DECLARATION PAGE. COVERED PARTS: All components in the Differential Assembly and Transfer Case including: Drive Chain, Drive Chain Gears, Planetary Gears, Ring Shift Forks, Bearing, Bushing, Oil Pump Output Shaft, Main Shaft Washers and all other internal lubricated parts, Seals and Gaskets, Differential Housing, Axle Shaft, Ring and Pinion, Bearing, Bushing, Washers, Differential Cover, 4 Wheel Drive Actuator, Locking Hubs and all other internal parts contained with the differential assembly with Seals and Gaskets. **Leaking seals or gaskets are not covered.**
- **Diesel:** If YOUR VEHICLE is equipped with a diesel engine, this surcharge must be selected on the DECLARATION PAGE. COVERED PARTS: By mechanical failure only; fuel injector, fuel pump, pressure regulator and metering valve.
- **One (1) Ton Vehicle:** If YOUR VEHICLE has a one ton gross vehicle weight (GVW) capability, this surcharge must be selected on the Registration Page. ONE TON VEHICLES ARE NOT ELIGIBLE FOR COMMERCIAL USE.
- **Hybrid/Electric Vehicle:** If YOUR VEHICLE is a Hybrid or Electric Vehicle, this surcharge must be selected on the DECLARATION PAGE. COVERED PARTS: By mechanical failure only; Electric Motor, Inverter Assembly, Generator, Power Controller, Electric Water Pump, Electric Battery Cooling Fan and Electric Air Conditioning Compressor, Battery Cooling Fan Damper and Relay/ Module, Drive Motor Temperature Sensor Switch.

## VEHICLE BREAKDOWN

**Call the Administrator 888-980-0770**

If YOUR VEHICLE has a MECHANICAL BREAKDOWN YOU must follow the following procedures:

1. Immediately take action to prevent any further damage. This may require that YOU to stop YOUR VEHICLE and call for Roadside Assistance to have YOUR VEHICLE towed. This CONTRACT will not cover damage caused by YOUR failure to observe warning lights, vehicle gauges, repair a failed component or take action to prevent further damage.
  2. Take YOUR VEHICLE to a licensed repair facility of YOUR choice.
  3. Instruct the repair facility to call the ADMINISTRATOR to obtain authorization for the claim. Repairs made without prior authorization by the ADMINISTRATOR will not be covered.
  4. Provide US and/or the repair facility with a copy of reasonably required documentation. This may include a copy of this CONTRACT, receipts for car rental and lodging expenses, receipts for maintenance (which include dates of service, vehicle mileage, description of services and amount paid).
- **Emergency Repairs:** If a BREAKDOWN occurs outside of the ADMINISTRATOR's normal business hours and YOUR VEHICLE can be immediately repaired by a repair facility, the ADMINISTRATOR may waive the pre-authorization requirement under the following circumstances: (i) both the BREAKDOWN and the repair must have occurred within 24 hours of each other and occurred outside of the ADMINISTRATOR'S operating hours; and (ii) all documentation for the repair including dates, description of failure, part numbers and failed components must be available to the ADMINISTRATOR on the first business day following the repair. YOU must contact the ADMINISTRATOR on the first business day following the repair; (365 days in Wisconsin; as soon as reasonably possible in Utah). The repair will only be covered if the failure is for components that are covered by YOUR CONTRACT and would have been approved by the ADMINISTRATOR during normal business hours.

## **CLAIMS PROCEDURES**

- YOU may have YOUR VEHICLE repaired at any licensed repair facility of YOUR choice.
- YOU are responsible for authorizing the diagnosis and tear down of YOUR VEHICLE to the point where mechanical failure can be determined. If the failure is covered by this SERVICE CONTRACT, the reasonable cost of diagnosis and teardown will be authorized by the ADMINISTRATOR, in its sole discretion, as part of the claim. The amount of any authorization will be determined by nationally published parts and labor guides. NO payments will be approved or made for diagnosis or teardown for failures that are not covered by this SERVICE CONTRACT.
- NO failed components should be discarded or repairs performed until authorization is received from the ADMINISTRATOR. The ADMINISTRATOR reserves the right to inspect failed components at any time.
- The ADMINISTRATOR reserves the right to send an inspector to the repair facility to review and document mechanical failure prior to approving the claim.
- The ADMINISTRATOR will provide the repair facility with an authorization number when the claim is approved and the repair facility is authorized to begin repairs.
- When the work is complete the ADMINISTRATOR will require the repair shop to provide reasonable documentation that the repairs have been completed as authorized. The ADMINISTRATOR will then pay the repair shop directly for the amount approved, or can reimburse YOU. If YOU are seeking reimbursement, YOU will need to provide the ADMINISTRATOR with the reasonable documentation from the repair facility that the repairs were completed as authorized. The documentation must include the parts that were replaced, services performed, date work was performed, mileage at the time of repair and proof that YOU have paid for the repairs in full.
- When YOU pick up YOUR VEHICLE:
  - Review the work completed by the repair facility;
  - Pay YOUR DEDUCTIBLE listed on the DECLARATION PAGE;
  - Pay any charges not covered by this SERVICE CONTRACT;
  - Obtain a receipt for the repair and YOUR claim authorization number.
- If YOU are seeking reimbursement for a Rental Vehicle (Must be through a licensed Rental Vehicle Agency) or for Trip Interruption expenses, YOU must provide receipts that coincide with the dates of YOUR authorized repair and meet the terms of YOUR COVERAGE as provided for in this CONTRACT.
- Claims must be submitted to the ADMINISTRATOR within 90 days of a component failure (365 days in Wisconsin) (as soon as reasonably possible in Utah) (no limitation in Alaska). Claims submitted after this timeframe will not be accepted.

## **EXCLUSIONS (WHAT IS NOT COVERED BY THIS SERVICE CONTRACT)**

1. ANY REPAIR OR REPLACEMENT OF ANY VEHICLE COMPONENTS MADE WITHOUT THE PRIOR AUTHORIZATION OF THE ADMINISTRATOR OF THIS SERVICE CONTRACT (Except as noted under Emergency Repairs).
2. Any breakdown caused by a lack of proper lubricants or the necessary amounts of coolants or lubricants.
3. Any breakdown caused by contamination of the VEHICLE'S fuel, fluids or lubricants, or damage caused by fuels containing more than 10% ethanol.
4. Any breakdown caused by a lack of maintenance including but not limited to oil changes, coolant flushes, alignments and other maintenance specified by the Manufacturer of the Vehicle.
5. Misuse, abuse, or if YOUR VEHICLE has been used for plowing snow, racing, competitive driving or towing a trailer in excess of two thousand pounds without a factory installed towing package. Towing a trailer which exceeds the specifications of YOUR VEHICLE or its towing package. Any use of the VEHICLE for purposes other than intended or approved by the Manufacturer.
6. Any parts not specifically listed under the COVERAGE that YOU selected.
7. Any breakdown caused by overheating, regardless of cause.
8. Any fluids not required for the completion of an authorized repair.
9. Any breakdown caused by rust or corrosion.
10. Any breakdown caused by intervening events such as vandalism, fire, collision, theft, riot, or explosion.
11. Any breakdown caused by weather related damage such as freezing, earthquake, lightning, wind damage, hail, water, or flood.
12. Failure to protect YOUR VEHICLE from further damage when a breakdown has occurred. (Ex: Continued operation of YOUR VEHICLE when overheating)
13. Any breakdown that occurs while YOUR VEHICLE's odometer is disconnected or has been tampered with. If YOUR VEHICLE's odometer fails, YOU must promptly repair it. If YOU do not promptly repair a defective odometer this SERVICE CONTRACT is subject to cancellation.
14. Repair or replacement of components for the purpose of improving operating performance when a failure has not occurred or if YOUR VEHICLE is operating within acceptable tolerances. This includes, but is not limited to, work performed to improve engine compression or reduce oil consumption.
15. Repairs of bearings, valves or other components that are within the manufacturer's acceptable specification limits. Normal wear and tear will be covered to the extent that normal wear causes the failure of a covered component or component group to operate within the manufacturer's accepted tolerances.

- 16.** Failures or conditions which existed prior to YOUR purchase of this SERVICE CONTRACT (pre-existing conditions) or which occur during this CONTRACT's validation period.
- 17.** Any modifications which have been made to YOUR VEHICLE by parties other than the manufacturer, unless performed by the manufacturer's authorized DEALER utilizing manufacturer approved components, included but not limited to any frame or suspension modification; lift kits or oversized/undersized tires or wheels.
- 18.** Any component, or prior repair, which is covered by or subject to a third party warranty. This includes, but is not limited to, any prior repair that requires subsequent correction or remediation, or that occurs as a result of negligence, poor workmanship, or installation of improper or defective components.
- 19.** Any repair for which the responsibility is covered by any warranty, guarantee or extended warranty of the manufacturer or a repair facility, regardless of whether the manufacturer or repair facility is in business or operational.
- 20.** Any repair which is subject to the manufacturer acknowledging a defect or potential defect through a factory service bulletin ("TSB"), preliminary information bulletin ("PI"), or a factory recall.
- 21.** Any liability, costs or damages that YOU may incur to third parties other than those approved by the ADMINISTRATOR for the repair and replacement of covered components.
- 22.** Any consequential losses YOU incur as a result of the failure of a non-covered component, including damage to an otherwise covered component. There is no coverage at any time for lost business opportunity, time or inconvenience.
- 23.** Scheduled maintenance (ex: oil changes, coolant flushes, tire rotations, etc...), wear or friction components including but not limited to: belts, brake pads, brake rotors, exhaust systems, catalytic converter, hoses, light bulbs, lubricants, wiper blades, spark plugs and wires, tires, wheel balancing, remote controls, audio speakers and wiring, cassettes, DVD's or discs, oil sludge, and manual clutch components, burnt valves, core charges, wheels/rims, shop supplies and storage fees, materials charges (EX: miscellaneous items not directly associated with a covered repair), hazardous waste charges, diagnosis time (where a covered repair has not occurred), or freight charges, nuts, bolts, hardware, connections, screws, and failure or loosening fasteners.
- 24.** INELIGIBLE VEHICLES: Any commercial vehicle (ex: taxis, buses, government vehicles and construction vehicles), any vehicle not listed on the classification chart for this CONTRACT at the time of sale, any vehicle that has been in a flood, vehicles with True Mileage Unknown (TMU), vehicles that do not have a valid Vehicle Identification Number (VIN), trucks over 1 ton classification or that have a fifth wheel, vehicles modified from manufacturer's specifications subsequent to the purchase of YOUR VEHICLE, vehicles with branded titles (salvage, junk, rebuilt, manufacture buyback, lemon, odometer rollback, water damage, hail damage, ect.), any vehicle that has been deemed a total loss, vehicles purchased by a minor.
- 25.** All CVT Transmissions regardless of model, year, or manufacturer.

## **SUBROGATION**

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to ADMINISTRATOR instruments and papers required to either secure or maintain such rights. All amounts recovered by YOU for which YOU were previously reimbursed under YOUR CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under YOUR CONTRACT.

## **ARBITRATION**

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

Any legal dispute between YOU and ADMINISTRATOR relating to this CONTRACT shall be resolved by 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 Binding Pre- Dispute Arbitration Rules (“Rules”) of the Better Business Bureau (“BBB”) in effect when the Claim is filed. YOU may get a copy of the BBB’s Rules by contacting BBB at (290 Donald Lynch Boulevard Suite 102 Marlborough, MA 01752), calling (508) 652-4800, or visiting [www.bbb.org](http://www.bbb.org). The filing fees to begin and carry out arbitration will be shared equally between YOU and US. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. 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 Disclosures section of this 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.

## **TRANSFER OF SERVICE CONTRACT**

This SERVICE CONTRACT may be transferred (only by original CONTRACT purchaser) to another private party upon the sale of the VEHICLE. This CONTRACT may not be transferred to a DEALER or with the VEHICLE as part of a trade-in. The transfer must be made at the time of the VEHICLE transfer. The ADMINISTRATOR must receive written confirmation of the transfer within fifteen (15) days of the transfer of the VEHICLE. A fee of \$50.00 must be included with the request to transfer. The request must contain the following: the name, address and telephone number of the new VEHICLE owner and a copy of the Bill of Sale or Title showing transfer. Transfer of SERVICE CONTRACT does not include transfer of the 24-Hour Roadside Assistance Program. CONTRACTS being paid for as part of a payment plan must be paid in full prior to transfer. If the VEHICLE transfer

causes any existing Manufacturer's warranty to become voidable then this CONTRACT is not eligible for transfer to the new owner.

## **PAYMENT PLAN PROVISIONS**

If YOU are paying for YOUR SERVICE CONTRACT on a payment or installment plan and YOU fail to make payments in full two (2) or more times during the term of YOUR installment plan, the ADMINISTRATOR may consider YOUR SERVICE CONTRACT terminated and modify the term of YOUR SERVICE CONTRACT to reflect the time and mileage that YOU have accrued and paid for. The ADMINISTRATOR will apply the result to the original Purchase Date and Purchase Mileage of YOUR SERVICE CONTRACT to determine the revised Expiration Date and Expiration Mileage of YOUR SERVICE CONTRACT. Contact the ADMINISTRATOR at 888-980-0770 to receive the revised Expiration Date and Expiration Mileage of YOUR SERVICE CONTRACT.

## **CANCELLATION OF SERVICE CONTRACT**

### **Cancellation by a Lienholder**

• In the event that YOUR VEHICLE and this SERVICE CONTRACT are financed, the lienholder on the DECLARATION PAGE may cancel this SERVICE CONTRACT for a default of the loan agreement or if YOUR VEHICLE is repossessed or declared a total loss due to an accident or theft.

**The ADMINISTRATOR reserves the right to cancel if:**

- YOUR VEHICLE meets any of the conditions listed under the "EXCLUSIONS" section of this CONTRACT or YOUR VEHICLE does not have a valid Vehicle Identification number (VIN).
- YOUR VEHICLE'S odometer fails during the term of this CONTRACT and YOU do not repair it and have it certified within 30 days of failure.
- The accurate mileage of YOUR VEHICLE cannot be determined at the time of a claim.
- Fraud or material misrepresentation is made at the time of CONTRACT purchase, or during the process of filing a claim.
- YOUR VEHICLE is stolen, totaled or repossessed.
- The ADMINISTRATOR is not paid for the SERVICE CONTRACT, or YOU fail to make timely payments to YOUR payment plan provider.
- YOUR VEHICLE is used in a manner for which it was not intended by the manufacturer, or in a manner that is not covered by the CONTRACT.

If the ADMINISTRATOR cancels this CONTRACT, YOU will receive a pro-rata refund of the CONTRACT charge paid, less any claims that have been paid or approved.

**YOU may cancel this CONTRACT by contacting the SELLING COMPANY or ADMINISTRATOR.**

- Requests received within 30 days of the CONTRACT purchase date will receive a full refund of the amount YOU paid for the CONTRACT, less any claim payments that have been paid or approved.
- Requests received after the first 30 days are subject to a pro-rated refund. The

ADMINISTRATOR will calculate the total days and mileage that the CONTRACT was in force (whichever is greater) as compared to the total term of the CONTRACT. YOU will receive a refund of the unused portion of the CONTRACT less any claims that have been paid or approved and less a \$50.00 cancellation fee. The amount of any refund due will be applied to any outstanding balance of the CONTRACT charge.

To initiate a cancellation YOU must contact the SELLING COMPANY or ADMINISTRATOR to complete and sign a cancellation form, or mail written notice to the ADMINISTRATOR which includes YOUR: CONTRACT Number, Full Name, Telephone number, reason for cancellation and YOUR signature. A notarized odometer statement or a receipt from a nationally recognized company that includes YOUR Vehicle Identification Number, current mileage of YOUR VEHICLE and the date of VEHICLE service must accompany YOUR request to cancel. The odometer statement or receipt that includes YOUR VEHICLEs mileage must be dated within 15 days of YOUR request to cancel (except in the case of repossessed, stolen or totaled vehicles. The ADMINISTRATOR may require supporting documentation under these circumstances).

**When a Financial institution or a SELLING COMPANY has financed the purchase of this SERVICE CONTRACT the following will apply:**

- If YOU cancel the SERVICE CONTRACT, the refund will be made payable to the lending institution.
- If YOUR VEHICLE is repossessed, totaled or not recovered due to theft, the refund will be made payable to the lienholder.
- Refunds not involving a lienholder will be made payable to the selling SELLING COMPANY or YOU based on the procedures of the ADMINISTRATOR.

## **STATE SPECIFIC DISCLOSURES**

Terms of this CONTRACT which are in conflict with the statutes of the state in which this CONTRACT was purchased are hereby amended to conform to the minimum standards of those statutes. The following special state requirements and/or disclosures apply if this CONTRACT was purchased in one of the following states:

**ALABAMA:** Service contracts purchased in the state of Alabama shall be governed by the laws of Alabama. No administrative fee will be charged if WE cancel YOUR CONTRACT. If YOU cancel this CONTRACT without an incurred claim within thirty (30) days of the CONTRACT purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR. An administrative fee not to exceed twenty-five dollars (\$25.00) will be charged for a cancellations occurring after thirty (30) days or if a claim has been filed. If WE cancel this CONTRACT, WE will mail

YOU written notice 5 days prior to the effective date of the cancellation. The notice will state the reason for cancellation and the effective date of the cancellation.

**ALASKA: The OBLIGOR section is amended as follows:** If a Covered Repair is not paid within thirty (30) days after proof of loss has been filed, You may file a claim with Lexington National Insurance Corporation at the address listed above for payment of the provider's obligation. **The ARBITRATION section is amended as follows:** If YOU and the Administrator/Obligor fail to agree on the amount of a covered first party loss, either may make written demand upon the other to submit the dispute for appraisal. Within ten (10) days of the written demand, each party must notify the other



of the appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of the loss. If the appraisers submit a written report of Agreement on the amount of the loss, the agreed amount will be binding. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid, as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict Your rights or the rights of the Administrator/Obligor. If YOU cancel within thirty (30) days and no claim has been filed, then YOU will receive a full refund and this CONTRACT will be void. After thirty (30) days or if a claim has been paid, then YOU will receive a pro-rated refund based upon term or mileage, whichever is greater less claims. An administrative fee not to exceed 7.5 percent of the unearned provider fee paid by the contract holder will be charged for cancellations occurring after thirty (30) days, or if a claim has been filed. If this CONTRACT is canceled, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the CONTRACT to the US. WE may cancel this CONTRACT nonpayment of the CONTRACT charge, conviction of the YOU of a crime having as one of its necessary elements an act increasing a hazard covered by this CONTRACT, discovery of fraud or material misrepresentation by YOU in obtaining this CONTRACT or by YOU in pursuing a claim, discovery of a grossly negligent act or omission by YOU that substantially increases the hazards covered by this Contract, physical changes in the property covered by this CONTRACT that result in the property becoming ineligible for coverage or substantial breach of duties by YOU relating to the covered Vehicle. If WE cancel this Contract, WE shall mail a written notice to YOU at the last known address held by US at least five (5) days prior to cancellation, providing YOU with notice of a cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is non-payment of the CONTRACT charge or fraud or a material misrepresentation by YOU in obtaining this CONTRACT or by YOU in pursuing a claim under this CONTRACT.

**ARIZONA:** WE may cancel this CONTRACT for non-payment of the CONTRACT charge, or for YOUR misrepresentation in the submission of a claim. WE may cancel this CONTRACT if YOUR VEHICLE is found to be modified by YOU in a manner not recommended by the manufacturer after the CONTRACT start date, or YOUR VEHICLE is found to be used as a commercial VEHICLE. In the event of cancellation by the ADMINISTRATOR or YOU, YOU will not be charged for approved or paid claims. If YOU or the ADMINISTRATOR cancel this CONTRACT after thirty (30) days from the CONTRACT purchase date, YOU will receive a pro-rata refund of the CONTRACT charge paid. A cancellation fee of fifty dollars (\$50) or ten percent (10%) of the gross amount paid for the service contract, whichever is less, will apply to all pro-rata refunds. The contract may not exclude pre-existing conditions "if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf", as per ARS §20-1095.06 (D)(12). EXCLUSIONS, Item (17) are deleted and replaced with the following:

(17) Any modifications which have been made to YOUR VEHICLE, after the purchase date of YOUR VEHICLE, by parties other than the manufacturer, unless performed by the manufacturer's authorized DEALER utilizing manufacturer approved components.

The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, YOU may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261 Phoenix, AZ 85007, ATTN: Consumer Protection Division.

**ARKANSAS:** If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date without an incurred claim, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR.

**CONNECTICUT:** Connecticut General Statute Annotated Title 42 Chapter 743F sect 42-221 or (C.S.G.A. sect. 42-221) requires an automobile dealer 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 occurs 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 this CONTRACT: In addition to the Dealer warranty required by this law, YOU have elected to purchase this CONTRACT, 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 CONTRACT. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this CONTRACT apply only to this CONTRACT and are not the terms of the required Dealer warranty. If YOUR VEHICLE is being repaired for a BREAKDOWN covered by this CONTRACT, and the CONTRACT expires during the repair, the term of the CONTRACT is extended until the repair is completed. YOU may cancel this CONTRACT if YOU return the covered VEHICLE or the covered VEHICLE is sold, lost, stolen, or destroyed. YOU may pursue arbitration to settle disputes between YOU and the ADMINISTRATOR. A written complaint containing a description of the dispute, the purchase or lease price of the VEHICLE, the cost of repair of the VEHICLE and a copy of YOUR CONTRACT may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs Division.

**FLORIDA:** This SERVICE CONTRACT is between YOU and DriveSmart Auto Care Inc., Florida License No. W400219 DriveSmart Auto Care Inc. is also the ADMINISTRATOR of this SERVICE CONTRACT. All inquiries should be directed to DriveSmart (888) 578-3711, or its office located 310 Main Street Box 11, Toms River, NJ 08753 . **The TRANSFER OF SERVICE CONTRACT section is amended as follows:** A fee of \$40 must be included with the request to transfer. The CANCELLATION OF SERVICE CONTRACT section is deleted in its entirety and replaced with the following: If YOU cancel this CONTRACT within sixty (60) days of the effective date of this CONTRACT, YOU will receive a full refund less any claims paid or pending. An administration fee of fifty dollars (\$50.00) or five percent (5%) of the gross CONTRACT price paid, whichever is less, will be charged. If YOU cancel the CONTRACT after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro rata CONTRACT price paid. WE may cancel this CONTRACT within the first sixty (60) days for any reason. After sixty (60) days WE may only cancel for the following reasons: 1. There has been a material misrepresentation or fraud at the time of the sale of the CONTRACT; 2. YOU have failed to maintain the VEHICLE as prescribed by the manufacturer; 3. The odometer has been tampered with or disabled and YOU have failed to repair the odometer; or 4. Nonpayment of premium by YOU, in which case the ADMINISTRATOR shall provide YOU notice of cancellation by certified mail. If WE cancel this CONTRACT, YOU will receive a refund not less than one hundred percent (100%) of the unearned pro-rata CONTRACT price paid. All refund checks not involving a lien holder will be made payable to YOU. The YOUR OBLIGATIONS section, bullet item 4 is deleted in its entirety and replaced with the following: • YOU are responsible for paying the DEDUCTIBLE for any claim authorized by the ADMINISTRATOR. ONLY ONE DEDUCTIBLE WILL APPLY TO ANY CLAIM although a claim may include multiple component groups or parts replacements that are part of the repair. The amount of YOUR DEDUCTIBLE is listed on YOUR DECLARATION PAGE. YOUR DEDUCTIBLE does not apply to Roadside or Trip Interruption

benefits that may be included in the plan YOU selected. The ARBITRATION section is amended to state that in Florida, arbitration is nonbinding and shall be conducted in the county in which the consumer resides. The rate charged to YOU for this CONTRACT is not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA:** The VALIDATION PERIOD for Georgia residents shall not exceed thirty (30) days and 1,000 miles from the CONTRACT purchase date and odometer mileage at CONTRACT purchase date. Thirty (30) days and 1,000 miles will be added to the term of YOUR CONTRACT.

EXCLUSIONS, Item (13), (16), and (17) are deleted and replaced with the following:

**(13)** Any breakdown that occurs while Your Vehicle's odometer is disconnected or has been tampered with subsequent to the purchase of this contract.

**(16)** Failures or conditions that were known to YOU which existed prior to YOUR purchase of this SERVICE CONTRACT (pre-existing conditions) or which occur during this CONTRACT's validation period.

**(17)** Any modifications which have been made to YOUR VEHICLE, after the purchase date of YOUR VEHICLE, by parties other than the manufacturer, unless performed by the manufacturer's authorized dealer utilizing manufacturer approved components.

The lienholder shown on the DECLARATION PAGE may only cancel this CONTRACT for non-payment if they hold a power of attorney.

WE may only cancel this CONTRACT for non-payment of the CONTRACT charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than thirty (30) days from the date of mailing or delivery in person of such notice of cancellation. If this CONTRACT is canceled after the first thirty (30) days, WE will refund an amount of the CONTRACT charge paid 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 not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this CONTRACT is canceled by YOU after the first thirty (30) days. If YOU cancel this contract within the first 30 days and have not filed a claim, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. In no event will paid or approved claims be deducted from any refund.

The ARBITRATION section is deleted in its entirety pursuant to O.C.G.A. 120-2-47.

**HAWAII: DEFINITIONS:** The definition of BREAKDOWN is deleted and replaced with the following: 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.

Hawaii Revised Statutes require 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

time of sale; Provides Coverage for 60 days or 3,000 miles, whichever occurs first. Used Vehicles with 50,000 miles or more but not more 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 CONTRACT: In addition to the Dealer warranty required by this law, YOU have elected to purchase this CONTRACT, 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 CONTRACT. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverage and exclusions stated in this CONTRACT apply only to this CONTRACT and are not the terms of the required Dealer warranty.

If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR. If WE cancel this CONTRACT, WE will mail YOU written notice five (5) days prior to the effective date of the cancellation. The notice will state the reason for cancellation and the effective date of the cancellation.

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

**ILLINOIS:** This CONTRACT provides no coverage or benefits for any repair or replacement of any covered part if a BREAKDOWN has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a BREAKDOWN. WE may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the CONTRACT price or fifty dollars (\$50.00).

**INDIANA:** YOUR proof of payment to the Issuing Dealer for this CONTRACT shall be considered proof of payment to the Insurance Company which guarantees OUR obligations to YOU.

EXCLUSIONS, Item (16) is deleted and replaced with the following:

**(16)** Failures or conditions that were known to YOU which existed prior to YOUR purchase of this SERVICE CONTRACT (pre-existing conditions) or which occur during this CONTRACT's validation period. ARBITRATION is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

**IOWA:** If YOU have any questions regarding this CONTRACT, YOU may contact the ADMINISTRATOR by mail or by phone. Refer to the DECLARATION PAGE for the ADMINISTRATOR's address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000. Phone (515) 654-6600. Pursuant to Iowa Code Section 523C.7: If the service company cancels the contract, the service company shall mail a written notice of termination to the service contract holder at least fifteen days before the date of the termination; The service company may also charge a \$50.00 fee or a fee in an amount no greater than ten percent of the total purchase price, whichever is the lesser; The service company may also charge a reasonable administrative and/or the re-processing fee in an amount no greater than ten percent of the total purchase price, whichever is the lesser.

If YOU cancel this CONTRACT, WE must mail written notice of cancellation to YOU within fifteen (15) days of cancellation. If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT

purchase date without an incurred claim, a ten percent (10%) penalty will be added each month to any refund not paid to the CONTRACT holder within thirty (30) days of the return of the CONTRACT to the ADMINISTRATOR.

**KANSAS:** 24 Hour Roadside Assistance – Lockout service is not available.

**LOUISIANA:** CANCELLATION OF SERVICE CONTRACT is amended as follows:

If YOU or the ADMINISTRATOR cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date, YOU will receive a full refund of the CONTRACT charge paid, less a fifty dollar (\$50.00) cancellation fee. If YOU or the ADMINISTRATOR cancel this CONTRACT after thirty (30) days from the CONTRACT purchase date, YOU will receive a pro-rata refund of the CONTRACT charge paid, less a fifty dollar (\$50.00) cancellation fee. In no event will paid or approved claims be deducted from any refund.

**MAINE:** The ARBITRATION section is amended as follows: Arbitration is permitted which is entered by mutual consent and takes place in the Maine County in which the contract was issued for delivery. No condition, stipulation, or agreements in a contract shall deprive the Courts of this State of jurisdiction. If WE cancel this CONTRACT, WE shall mail a written notice to YOU at YOUR last known address at least fifteen (15) days prior to cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. A cancellation fee not to exceed fifty dollars (\$50.00) or ten percent (10%) of the CONTRACT charge, whichever is less, will be charged for cancellations occurring after thirty (30) days or if a claim has been approved or paid. If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date without an incurred claim, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR.

**MARYLAND:** The following entity will serve as the OBLIGOR of the Service Agreements: Drive Smart Auto Care, Inc. A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance under this subsection upon failure of the OBLIGOR to pay any claim or make any refund or consideration due within sixty (60) days after the proof is filed with the OBLIGOR. Normal wear and tear will be covered to the extent that normal wear causes the failure of a covered component or component group to operate within the manufacturer's accepted tolerances. Maryland Transportation Article §15.311.2 (a)(3)(i)(1):

1. The repair, replacement, or maintenance of a motor vehicle, or the indemnification for the repair, replacement, or maintenance of a motor vehicle, for the operational or structural failure of the motor vehicle due to a defect in materials, workmanship, or normal wear and tear, with or without additional provisions for incidental payment of indemnity for services including towing, rental and emergency road service, and road hazard protection.

Maryland Transportation Article §15.311.2 (b) (3):

2. A purchaser of a mechanical repair contract shall be entitled to make a direct claim against the insurer issuing a policy of insurance under this subsection upon failure of the obligor to pay any claim or make any refund or consideration due within 60 days after the proof is filed with the obligor.

If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date without an incurred claim, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty five (45) days after return of the CONTRACT to the ADMINISTRATOR. If YOUR VEHICLE is being repaired for a BREAKDOWN covered by this CONTRACT, and the CONTRACT expires during the repair, the CONTRACT term is extended until the repair is completed.

**MINNESOTA:** The coverage listed below is 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.

For used vehicle coverage, routine maintenance must be performed every three months or three thousand (3,000) miles. The DEALER express warranty shall cover, at minimum, the following parts:

- (1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear;
- (2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or the manual transmission case, and the internal parts;
- (3) with respect to the drive axle, the axle housings and internal parts, axle shafts and output shafts and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis;
- (4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers;
- (5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, piston;
- (6) the water pump;
- (7) the externally-mounted mechanical fuel pump;

Note: The following parts are covered only on Vehicles with less than 36,000 miles: the radiator; alternator, generator and starter; the steering rack.

The above coverages are excluded from this CONTRACT during the applicable warranty period, unless DEALER becomes unable to meet its obligations. YOUR rights and obligations are fully explained in the DEALER issued used Vehicle limited warranty document.

The CANCELLATION OF SERVICE CONTRACT section is amended by adding the following:

If WE cancel this CONTRACT for nonpayment of the provider fee, a material misrepresentation by YOU to the PROVIDER, or a substantial breach of duties by YOU relating to the covered product or its use, WE shall mail a written notice to YOU at YOUR last known address at least five (5) days before cancellation. If WE cancel this CONTRACT for any other reason, WE shall mail a written notice to YOU at YOUR last known at least fifteen (15) days before cancellation. The notice will state the effective date of the cancellation and the reason for the cancellation. If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date without an incurred claim, a ten percent (10%) penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT to the ADMINISTRATOR.

The ARBITRATION section is stricken in its entirety.

**MISSISSIPPI: THE ARBITRATION SECTION IS DELETED AND REPLACED WITH THE FOLLOWING: IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED**

BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED. THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (1) ONE BY US; (2) ONE BY YOU; AND (3) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU, WE OR ANY AGENT OF OURS HAS ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND WE CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.

A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOUR BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING YOUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.

B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.

C. EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATORS SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.

D. IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.

E. ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.

F. THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT. IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WILL WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

## **RULE 4.04: CANCELLATION**

### **A. CANCELLATION BY SERVICE CONTRACT HOLDER**

**1. CANCELLATION BY A SERVICE CONTRACT HOLDER SHALL REQUIRE THE SERVICE CONTRACT PROVIDER TO PERMIT THE SERVICE CONTRACT HOLDER TO RETURN THE VEHICLE SERVICE CONTRACT WITHIN TWENTY (20) DAYS OF THE DATE THE VEHICLE SERVICE CONTRACT WAS MAILED TO THE SERVICE CONTRACT HOLDER, WITHIN TEN (10) DAYS OF DELIVERY IF THE VEHICLE SERVICE CONTRACT WAS DELIVERED TO THE SERVICE CONTRACT HOLDER AT THE TIME OF SALE, OR WITHIN A LONGER TIME PERIOD PERMITTED UNDER THE VEHICLE SERVICE CONTRACT. UPON RETURN OF THE VEHICLE SERVICE CONTRACT TO THE SERVICE CONTRACT PROVIDER WITHIN THE APPLICABLE TIME PERIOD, IF NO CLAIM HAS BEEN MADE UNDER THE VEHICLE SERVICE CONTRACT PRIOR TO ITS RETURN TO THE SERVICE CONTRACT PROVIDER, THE VEHICLE SERVICE CONTRACT WILL BE VOIDED, AND THE SERVICE CONTRACT PROVIDER WILL REFUND TO THE SERVICE CONTRACT HOLDER, OR CREDIT TO THE ACCOUNT OF THE SERVICE CONTRACT HOLDER, THE FULL PURCHASE PRICE OF THE VEHICLE SERVICE CONTRACT. THE RIGHT TO VOID THE VEHICLE SERVICE CONTRACT PROVIDED IN THIS SUBSECTION IS NOT TRANSFERABLE, APPLIES ONLY TO THE ORIGINAL SERVICE CONTRACT HOLDER, AND IS ALLOWED ONLY WHEN NO CLAIM HAS BEEN MADE PRIOR TO ITS RETURN TO THE SERVICE CONTRACT PROVIDER. 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 VEHICLE SERVICE CONTRACT TO THE SERVICE CONTRACT PROVIDER.**

**2. SUBSEQUENT TO THE TIME PERIOD SPECIFIED IN SUBSECTION (1), OR IF A CLAIM HAS BEEN MADE UNDER THE VEHICLE SERVICE CONTRACT WITHIN THAT TIME PERIOD, A SERVICE CONTRACT HOLDER MAY CANCEL THE VEHICLE SERVICE CONTRACT, AND THE SERVICE CONTRACT PROVIDER SHALL REFUND TO THE SERVICE CONTRACT HOLDER ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PURCHASE PRICE OF THE VEHICLE SERVICE CONTRACT, LESS THE AMOUNT OF ANY CLAIMS PAID. A REASONABLE ADMINISTRATIVE FEE MAY BE CHARGED BY THE SERVICE CONTRACT PROVIDER NOT TO EXCEED TEN PERCENT (10%) OF THE GROSS SERVICE CONTRACT PROVIDER FEE PAID BY THE SERVICE CONTRACT HOLDER.**

### **2B. CANCELLATION BY SERVICE CONTRACT PROVIDER**

**1. CANCELLATION BY THE SERVICE CONTRACT PROVIDER SHALL ONLY OCCUR IN INSTANCES OF NONPAYMENT OF THE PROVIDER FEE, A MATERIAL MISREPRESENTATION BY THE SERVICE CONTRACT HOLDER TO THE SERVICE CONTRACT PROVIDER, OR A SUBSTANTIAL BREACH OF DUTIES BY THE SERVICE CONTRACT HOLDER RELATING TO THE COVERED PRODUCT OR ITS USE.**

**2. IN THE EVENT OF CANCELLATION BY A SERVICE CONTRACT PROVIDER FOR REASON OTHER THAN NONPAYMENT OF THE PROVIDER FEE, THE SERVICE CONTRACT PROVIDER SHALL REFUND TO THE SERVICE CONTRACT HOLDER ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PURCHASE PRICE OF THE VEHICLE SERVICE CONTRACT, LESS THE AMOUNT OF ANY CLAIMS PAID. A REASONABLE ADMINISTRATIVE FEE MAY BE CHARGED BY THE SERVICE CONTRACT PROVIDER NOT TO EXCEED TEN PERCENT (10%) OF THE GROSS PROVIDER FEE PAID BY THE SERVICE CONTRACT HOLDER.**



**C. NOTWITHSTANDING SUBSECTIONS (A) (2) OR (B) (2), A SERVICE CONTRACT PROVIDER IS NOT REQUIRED TO DEDUCT THE AMOUNT OF ANY CLAIMS PAID UNDER A VEHICLE SERVICE CONTRACT FROM THE AMOUNT OF A REFUND REQUIRED UNDER THIS SECTION. SOURCE: MISS. CODE ANN. 83-65-101, ET SEQ. (REV. 2011)**

**MISSOURI:** The CANCELLATION OF SERVICE CONTRACT section is amended by adding the following: If YOU cancel this CONTRACT, written notice of cancellation will be mailed to YOU within fifteen (15) days of the date of cancellation. If YOU cancel this CONTRACT within thirty (30) days of the CONTRACT purchase date without an incurred claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of the CONTRACT to the ADMINISTRATOR. The ARBITRATION section is amended as follows:

Arbitration shall be held in the county of YOUR residence or place of business unless YOU have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law. Arbitration is voluntary. YOU are bound by the arbitration only when YOU have elected to arbitrate and a lawful and binding arbitration follows.

**MONTANA:** If WE cancel this CONTRACT, WE shall mail a written notice to YOU at YOUR last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by YOU of the PROVIDER fee; a material misrepresentation by YOU to the PROVIDER; or substantial breach of duties by YOU relating to the covered product or its use.

**NEBRASKA:** The ARBITRATION section is amended as follows: If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the CONTRACT holder. Arbitration will take place under the laws of the State of Nebraska and will be held in the CONTRACT holder's county of residence or any other county in this state agreed to by both parties.

WE may only cancel this CONTRACT for fraud, material misrepresentation, nonpayment by YOU, or a substantial breach of duties by YOU relating to the covered property or its use. If WE cancel this CONTRACT, WE will give YOU sixty (60) days notification, except for non-payment, which will be ten (10) days notification.

**NEVADA:** This CONTRACT is not renewable.

**VALIDATION PERIOD: YOUR COVERAGE is subject to a VALIDATION PERIOD of time and mileage from the date of CONTRACT purchase. There is NO COVERAGE during the VALIDATION PERIOD.** CANCELLATION OF SERVICE CONTRACT section is amended as follows:

WE may cancel this CONTRACT within seventy (70) days from the date of purchase for any reason. After seventy (70) days, WE may only cancel this CONTRACT for:

- (a) Failure by YOU to pay an amount when due;
- (b) Conviction of YOU of a crime which results in an increase in the service required under the CONTRACT;
- (c) Discovery of fraud or material misrepresentation by the YOU in obtaining the CONTRACT, or in presenting a claim for service thereunder;
- (d) Discovery of:

- (1) An act or omission by YOU; or
  - (2) A violation by YOU of any condition of the CONTRACT which occurred after the effective date of the CONTRACT and which substantially and materially increases the service required under the CONTRACT;
- (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the CONTRACT and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the CONTRACT was issued or sold.

No cancellation of a CONTRACT may become effective until at least 15 days after the notice of cancellation is mailed to YOU. If the ADMINISTRATOR cancels the CONTRACT, YOU will receive the refund amount of the unearned CONTRACT charge less any outstanding balance on the account from the amount of the purchase price. If the ADMINISTRATOR cancels the CONTRACT a cancellation fee will not be imposed.

If this CONTRACT is canceled within the first thirty (30) days and no claims have been filed, WE will refund the entire CONTRACT charge paid. If the CONTRACT is cancelled by YOU in writing after thirty (30) days or a claim had been paid or approved within the first thirty (30) days, WE will refund the amount of the unearned CONTRACT charge less a fifty dollar (\$50.00) cancellation fee. If this CONTRACT is canceled within the first thirty (30) days without an incurred claim and a refund is not paid or credited within forty-five (45) days after the return of the CONTRACT, a penalty of ten percent (10%) of the CONTRACT charge paid shall be added to the refund.

Pursuant to Nevada law, the ARBITRATION provision is not mandatory.

**NEW HAMPSHIRE:** In the event YOU do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317. Cancellation and Transfer Fees do not apply.

The ARBITRATION section of this CONTRACT is stricken in its entirety.

**NEW JERSEY:** If YOU request cancellation of this CONTRACT within sixty (60) days of the purchase date of the CONTRACT and the refund is not paid or credited within forty-five (45) days after YOUR cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If WE cancel this CONTRACT, WE shall mail a written notice to YOU at YOUR last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by YOU of the provider fee; a material misrepresentation by YOU to the provider; or substantial breach of duties YOU relating to the covered product or its use.

**NEW MEXICO:** The CANCELLATION OF SERVICE CONTRACT section is amended by adding the following: If YOU cancel this CONTRACT within the first thirty (30) days without an incurred claim and a refund is not paid or credited within sixty (60) after the return of the CONTRACT, a penalty of ten percent (10%) of the CONTRACT charge paid shall be added to the refund.

In the event WE cancel this CONTRACT, WE will mail a written notice to YOU at YOUR last known address at least fifteen (15) days prior to cancellation with the effective date for the cancellation and the reason for the cancellation. The PROVIDER of this CONTRACT may cancel this CONTRACT

within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the PROVIDER may only cancel this CONTRACT for fraud, material misrepresentation, non-payment by YOU or a substantial breach of duties by YOU relating to the covered property or its use.

**NEW YORK:** Section 198b of New York 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 90 days or 4,000 miles, whichever occurs first. Used Vehicles with more than 36,000 miles but less than 80,000 miles at 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 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 CONTRACT: In addition to the DEALER warranty required by this law. YOU have elected to purchase this CONTRACT, 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 CONTRACT. The required DEALER warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this CONTRACT apply only to this CONTRACT and are not the terms of the required DEALER warranty. If YOU cancel this CONTRACT within the first thirty (30) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the CONTRACT, a ten percent (10%) penalty per month shall be added to a refund. If WE cancel this CONTRACT, WE shall mail a written notice to YOU at YOUR last known address at least fifteen (15) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by YOU of the PROVIDER fee; a material misrepresentation by YOU to the PROVIDER; or substantial breach of duties by YOU relating to the covered product or its use.

**NORTH CAROLINA:** A cancellation fee not to exceed the lesser of ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50.00) will be applied if this CONTRACT is cancelled by YOU. WE may cancel this CONTRACT only for non-payment of the purchase price of the CONTRACT or a direct violation of the CONTRACT by YOU.

**OKLAHOMA: THE CONTRACT OBLIGOR AND ADMINISTRATOR IS DriveSmart Auto Care, Inc., 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770. Service Warranty Association License Number: 516888074**

This is not an insurance CONTRACT.

Coverage afforded under this CONTRACT is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION OF YOUR CONTRACT SECTION is amended as follows: If this CONTRACT is canceled within the first sixty (60) days after coverage takes effect by the warranty holder and no claims have been filed, WE will refund the entire CONTRACT charge paid. If this CONTRACT is canceled by the warranty holder after the first sixty (60) days of coverage taking effect or a claim has been filed within the first sixty (60) days after coverage has taken effect, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium, less the actual cost of any service provided under the CONTRACT. In the event the CONTRACT is cancelled

by the association, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less the actual cost of any service provided under the CONTRACT. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. Exclusion 23, is deleted and replaced as follows:

**Scheduled maintenance and wear or friction components.**

**OREGON:** This CONTRACT is an agreement between the OBLIGOR/PROVIDER, DriveSmart Auto Care, Inc., 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770 and YOU. If YOU have any questions regarding this CONTRACT, or a complaint against the OBLIGOR, YOU may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894.

The Arbitration section is deleted and replaced as follows:

If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Plan holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties. Oregon arbitration law will prevail unless it conflicts with the Federal Arbitration Act. Notwithstanding the foregoing, either party may bring an individual action in small claims court or trial by jury. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Plan, You and We are each waiving the right to participate in a class action.

**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 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles 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 CONTRACT: In addition to the DEALER warranty required by this law, YOU have elected to purchase this CONTRACT, 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 CONTRACT. The required DEALER warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this CONTRACT apply only to this CONTRACT and are not the terms of the required DEALER warranty.

The CONTRACT term shall be extended by any time period during which the used motor vehicle is in the possession of the DEALER or his or her duly authorized agent for the purpose of repairing the used motor vehicle under the terms and obligations of the CONTRACT.

**SOUTH CAROLINA:** If YOU have any questions regarding this CONTRACT, or a complaint against the OBLIGOR, YOU may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

If WE cancel this CONTRACT WE shall mail a written notice to YOU at the last known address held by US at least fifteen (15) days prior to cancellation, providing YOU with notice of cancellation date and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the PROVIDER fee, a material misrepresentation by the SERVICE CONTRACT Holder to the PROVIDER, or a substantial breach of duties by the SERVICE CONTRACT Holder relating to the covered product or its use.

If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT purchase date, 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 CONTRACT to the PROVIDER.

**TEXAS:** DriveSmart Auto Care, Inc, SERVICE CONTRACT ADMINISTRATOR License No.802 If YOU have any questions regarding the regulation of the SERVICE CONTRACT PROVIDER or a complaint against the OBLIGOR, YOU may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. If this CONTRACT is cancelled within the first sixty (60) days, WE will refund the entire CONTRACT charge, less claims paid. If this CONTRACT is cancelled after the first sixty (60) days, WE will refund an amount of the CONTRACT charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term/miles selected and the date Coverage begins, less a fifty dollar (\$50.00) administrative fee and less claims paid. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. If WE cancel this CONTRACT, WE shall mail a written notice to YOU at the last known address held by US before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the PROVIDER fee, fraud or a material misrepresentation by the SERVICE CONTRACT Holder to the PROVIDER or the PROVIDER's ADMINISTRATOR, or a substantial breach of duties by the SERVICE CONTRACT Holder relating to the covered product or its use. If WE cancel this CONTRACT, no cancellation fee shall apply. YOU may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the CONTRACT is canceled. If a CONTRACT is cancelled and the PROVIDER does not pay the refund or credit the SERVICE CONTRACT Holder's account before the 46th day after the date of the return of the CONTRACT to the PROVIDER, the PROVIDER is liable to the CONTRACT Holder for a penalty in an amount not to exceed ten percent (10%) of the amount outstanding per month.

**UTAH:** THE CONTRACT OBLIGOR AND ADMINISTRATOR IS DriveSmart Auto Care, Inc., 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770.

This CONTRACT or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Note: Coverage afforded under this CONTRACT is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the provide fail to pay or provide service on any claims within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly again the Insurance Company. WE may only cancel this CONTRACT for the following reasons by sending to YOU notice of cancellation and the reason for cancellation, via first class mail, to YOUR last known address:

(1) WE may cancel this CONTRACT for non-payment of the CONTRACT charge. Such cancellation will be effective ten (10) days after mailing of notice.

(2) WE may cancel this CONTRACT for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice.

The Arbitration Provision section of this CONTRACT is stricken in its entirety.

Towing and Roadside benefits administered by QUESTX are unavailable in Utah.

**VERMONT:** The Arbitration Provision section of this CONTRACT is stricken in its entirety.

**VIRGINIA:** Pursuant to the requirements under the Virginia Extended Service Contract Act (VESCA), all extended service contracts offered/sold in the Commonwealth are required to contain the following notice, either in the contract itself, or by way of an addendum attached to each contract: "If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint."

**WISCONSIN:** THE CONTRACT OBLIGOR IS DriveSmart Auto Care, Inc., 310 Main Street Box 11, Toms River, NJ 08753, 888-980-0770. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Any claim for repairs that have not been registered prior to having repairs made may jeopardize Coverage under this CONTRACT, except as provided under Emergency Repairs.

The SUBROGATION section is amended to include the following: WE have the right to subrogation collections, but only after YOU have been made whole and are fully compensated for damages. CANCELLATION OF YOUR CONTRACT SECTION is amended to state the following: WE may only cancel this CONTRACT for material misrepresentation by YOU, nonpayment by YOU or a substantial breach of duties by YOU relating to the covered Vehicle or its use. If WE cancel this CONTRACT, WE shall mail a written notice to YOU at YOUR last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If this CONTRACT is canceled within sixty (60) days of the date of purchase and no claims have been paid, the ADMINISTRATOR shall return one hundred percent (100%) of the purchase price paid and the CONTRACT shall be void. The right to void the CONTRACT applies only to the original purchaser of the CONTRACT. If the refund is not paid or credited within forty-five (45) days after return of the CONTRACT to US, WE shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which WE shall add to the amount of the refund. If this CONTRACT is canceled within sixty (60) days of the date of purchase and no claims have been paid, the ADMINISTRATOR shall return one hundred percent (100%) of the purchase price paid and the CONTRACT shall be void. The right to void the CONTRACT applies only to the original purchaser of the CONTRACT. If the refund is not paid or credited within forty-five (45) days after return of the CONTRACT to US, WE shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which WE shall add to the amount of the refund. For CONTRACTS canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this CONTRACT within such period, 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

**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. The NOTICE section is amended to include: If a covered claim is not paid within sixty (60) days after proof of loss has been filed or, if the PROVIDER becomes insolvent or otherwise financially impaired, YOU may file a claim directly with the Insurance Company at the above address. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the CONTRACT holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the CONTRACT holder's county of residence or any other county in this state agreed to by both parties.**

**WYOMING:** OUR obligations under this CONTRACT are insured by a policy issued by the Insurance Company as noted in the NOTICE section. 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 PROVIDER of the CONTRACT shall mail a written notice to the SERVICE CONTRACT Holder at the last known address of the SERVICE CONTRACT Holder in the records of the PROVIDER at least ten (10) days prior to cancellation by the PROVIDER. Prior notice is not required if the reason for cancellation is non-payment of the PROVIDER fee, a material misrepresentation by the SERVICE CONTRACT Holder to the PROVIDER or a substantial breach of duties by the SERVICE CONTRACT Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. If YOU cancel this CONTRACT within sixty (60) days of the CONTRACT purchase date, 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 CONTRACT to the PROVIDER. In the event the lienholder is named on a cancellation, both the CONTRACT Holder and the lienholder will be shown jointly on the cancellation refund check. The ARBITRATION section of this CONTRACT is stricken in its entirety. If this CONTRACT is canceled within sixty (60) days of the date of purchase and no claims have been paid, the ADMINISTRATOR shall return one hundred percent (100%) of the purchase price paid and the CONTRACT shall be void. The right to void the CONTRACT applies only to the original purchaser of the CONTRACT. If the refund is not paid or credited within forty-five (45) days after return of the CONTRACT to US, WE shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which WE shall add to the amount of the refund. For CONTRACTS canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this CONTRACT within such period, 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 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.

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