**Contract #** AX

| Make | Model | Body Type |
|---|---|---|
| | | |
| Vehicle Identification Number | | Year |
| | | |
| **Enrollment Cost** | Mileage | |
| | | |

| Dealer Name | | **Producer Code** | |
|---|---|---|---|
| | | | |
| Dealer Address | | | |
| | | | |
| City | State | Zip Code | Effective Date |
| | | | |

## Term

☐ **2 Year** ☐ **3 Year** ☐ **4 Year** ☐ **5 Year** ☐ _____ **months**

In the event no term is indicated above, this Agreement will have a term of two (2) years. Maximum available term is eighty four (84) months.

| Customer(s) Name | | | |
|---|---|---|---|
| | | | |
| Address | City | State | Zip Code |
| | | | |
| Home Phone # | Email Address | | |
| | | | |

**You MUST Check and initial next to the Plan that You are electing to purchase**

☐ **AXIS STANDARD: Tire & Wheel (Rim) Road Hazard Protection with limited roadside assistance.**

☐ **AXIS PREMIUM: Tire & Wheel (Rim) Road Hazard Protection with Cosmetic and Curb Damage AND 24 - Hour Roadside Assistance. *Please Note*: Any Cosmetic and Curb Damage to chrome wheels or wheels with chrome simulation (i.e. Clad) is excluded. Additionally, in CONDITIONS NOT COVERED, item "n" is hereby deleted for purposes of this section.**

**I/We** have read this Agreement in its entirety and fully understand its content and acknowledge receipt of a copy thereof. **I/We** further understand that this Agreement is not required to order to purchase or obtain financing for the vehicle and that **Our** acceptance of the coverage under this Agreement is voluntary.

**I/WE ACCEPT THIS AGREEMENT**

_____

Customer Signature(s) Date

**I/WE REJECT THIS AGREEMENT**

_____

Customer Signature(s) Date

_____

Dealer/Lender/Lessor Signature Title Date

**Customer Initials: _____**

# AXIS STANDARD - DESCRIPTION OF BENEFITS

## TIRE AND WHEEL ROAD HAZARD PROTECTION

This Agreement provides for the repair or replacement of the **Vehicle's** tires and wheels, which during the term of this Agreement become **Unserviceable** due to a **Road Hazard**, covered under this Agreement. **Unserviceable** means that the tire(s) has been punctured or otherwise damaged to the extent that it is unsafe, or that the wheel will no longer hold a seal with its tire. **Tire and/or wheel damage that is cosmetic in nature and that does not render the tire and/or wheel Unserviceable is specifically excluded.** A **Road Hazard** is a condition on a public roadway, which should not exist there, such as potholes, nails, glass, or other road debris.

- **Flat Tires: You** will be reimbursed for the reasonable costs **You** incur to repair a flat tire caused by a **Road Hazard** while operating the covered **vehicle** on public streets and in a legal manner.
- **Tire Replacement: You** will be reimbursed for the reasonable costs **You** incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard.** Replacement will be made with a tire of ***like kind and quality*** to the original tire.
- **Wheels (Rims): You** will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement. **We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve the right to replace the damaged wheel at **Our** cost with a remanufactured wheel of ***like kind and quality*** to the wheel that was damaged by the covered **Road Hazard**. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- **Mounting and Balancing: You** will be reimbursed for the reasonable costs that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
- **Taxes: You** will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement.

**Customer Initials: _____**

## AGREEMENT HOLDER RESPONSIBILITY

**You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 3/32". Any conditions that cannot be corrected demands replacement for the safety of the vehicles occupants. Replaced tires are covered for the time remaining on the Agreement.**

## CLAIM PROCEDURES

**YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL. For authorization and instructions please call Our Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: a. Front and back copy of this Agreement; b. Original replacement or repair invoice which must reflect: 1) The tread depth of the damaged tire; 2) Whether or not the damaged tire or wheel was repairable, and if not, why not; 3) Whether or not the damage was due to a manufacturer's defect; c) Original receipts for Emergency Travel Expenses, if applicable; and d) Any other information that the Administrator reasonably requests.**

**In the event that both the tire and/or wheel damage occurs after the Administrator's regular business hours, or on a weekend, and repairs must be effected, You may obtain instructions and a proof of loss form online at www.niufl.com. All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after hours repairs/replacements, You must call NIU of Florida, Inc. at 888-684-9327 the next business day to report Your claim; (2) You must complete and return the proof of loss form with: the original, paid, repair invoice, legible copies of the front and back of Your Agreement, a legible copy of Your Vehicle purchase order or finance agreement and photos of the damaged tire(s) and/or wheel(s). IMPORTANT: Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel.**

**NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**Customer Initials: _____**

## LIMITED TOWING AND ROADSIDE ASSISTANCE

**We** will dispatch a vehicle during the term of this Agreement by use of **Our** toll free number **(866-312-4696).** Please provide the dispatcher with **Your** contract number (listed above), **Your** plan letter "**R**", and producer code (indicated above). **We** will dispatch prompt service to assist **You** in changing an inflated spare. Alternatively, in the event that the listed **vehicle** is not equipped with a spare tire, **We** will tow the listed **vehicle** to the closest available service station.

**Customer Initials: _____**

# AXIS PREMIUM - DESCRIPTION OF BENEFITS

## TIRE & WHEEL (RIM) ROAD HAZARD PROTECTION

This contract provides for the repair or replacement of the **Vehicle's** tires and wheels which, during the term of this Agreement, become **Unserviceable** due to a **Road Hazard** covered under this contract. **Unserviceable** means that the tire has been punctured or otherwise damaged to the extent that it is unsafe, or that a wheel will no longer hold a seal with its tire. A **Road Hazard** is a condition on a public roadway which should not exist there, such as potholes, nails, glass or other road debris.

- **Flat Tires*:* You** will be reimbursed for the reasonable costs **You** incur to repair a flat tire caused by a **Road Hazard** while operating the **Vehicle** on public streets and in a legal manner.
- **Tire Replacement: You** will be reimbursed for the reasonable costs **You** incur to replace a tire, only if a tire covered by this Agreement becomes unrepairable due to damage caused by a **Road Hazard**. This coverage is valid through the tread life of a tire (3/32" or less is excluded) and replacement will be made with a tire of ***like kind and quality*** to the original tire.

- **Wheels (Rims): You** will be reimbursed for the repair or replacement of wheels rendered **Unserviceable** due to a **Road Hazard** covered under this Agreement**. We** reserve the right to have damaged wheels repaired at **Our** cost by a service provider of **Our** choosing. **We** further reserve the right to replace the damaged wheel at **Our** cost with a remanufactured wheel of **like kind and quality** to the wheel that was damaged by the covered **Road Hazard**. **We** will cover wheel replacement only in the event that the damaged wheel cannot be repaired.
- **Mounting and Balancing: You** will be reimbursed for the reasonable costs that **You** incur for mounting, balancing, valve stems, and tire disposal for any tire replaced under this Agreement. However, charges for pressure sensing devices and unspecified charges for shop supplies are excluded.
- **Taxes: You** will be reimbursed for the cost of local and state taxes, as directed by state agencies for any tire or wheel replaced under this Agreement**.**

**Customer Initials: _____**

## RENTAL REIMBURSEMENT

In the event **We** require an inspection of the **Vehicle** or if the covered repair/replacement requires the shipment of materials to the repair facility, **You** will be reimbursed for rental car expenses incurred while the inspection is being performed or while the **Vehicle's** tires and/or wheels are being repaired/replaced pursuant to this Agreement. **We** will reimburse **You** up to fifty dollars ($50) a day for up to a maximum of three (3) days. Maximum Aggregate is one hundred fifty dollars ($150) during the term of this Agreement.

**Customer Initials: _____**

## CLAIM PROCEDURES

**YOU MUST OBTAIN AUTHORIZATION PRIOR TO REPLACEMENT OF ANY TIRE, AND/OR PRIOR TO ANY REPAIR OR REPLACEMENT OF ANY WHEEL. For authorization and instructions please call Our Administrator, NIU of Florida, Inc., at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A proof of loss form will be provided which You MUST complete and return to NIU of Florida, Inc. at 800 Yamato Road, Suite 100, Boca Raton, Florida 33431 within thirty (30) days along with the following documentation: a. Front and back copy of this Agreement; b. Original replacement or repair invoice which must reflect: 1) The tread depth of the damaged tire; 2) Whether or not the damaged tire or wheel was repairable, and if not, why not; 3) Whether or not the damage was due to a manufacturer's defect; c) Original receipts for Emergency Travel Expenses or Rental Car, if applicable; and d) Any other information that the Administrator reasonably requests.**

**In the event that both the tire and/or wheel damage occurs after the Administrators regular business hours, or on a weekend, and repairs must be effected, You may obtain instructions and a proof of loss form online at www.niufl.com. All after-hours instructions must be followed in order to receive reimbursement. Subsequent to after hours repairs/replacements, You must call NIU of Florida, Inc. at 888-684-9327 the next business day to report Your claim; (2) You must complete and return the proof of loss form with: the original, paid, repair invoice, legible copies of the front and back of Your Agreement, a legible copy of Your Vehicle purchase order or finance agreement and photos of the damaged tire(s) and/or wheel(s). IMPORTANT: Please note that alloy wheel damage can oftentimes be repaired. In the event that damaged wheels are replaced, Your repair facility must document the reasons why wheel repair was not possible. They should then attempt to obtain a remanufactured wheel to replace the damaged wheel.**

**NOTE: THE ADMINISTRATOR RESERVES THE RIGHT TO INSPECT ANY DAMAGED TIRE AND/OR WHEEL PRIOR TO ITS REPAIR OR DISPOSAL. FAILURE TO PRESERVE DAMAGED PROPERTY MAY RESULT IN CLAIM DENIAL.**

**Customer Initials: _____**

## COSMETIC WHEEL REPAIR & CURB IMPACT REPAIR/REPLACEMENT

This benefit provides for the repair or replacement of the **Vehicle's** tires and/or wheels which, during the term of this Agreement, become damaged due to an impact with a curb or other fixed object on or in the roadway. Tires and/or wheels will only be replaced under this section if they are rendered **Unserviceable**. **We** will also dispatch service to repair **Cosmetic Damage** to covered wheels. **Cosmetic Damage** is defined as direct and accidental damage to the outside face of a covered wheel that does not render the wheel **Unserviceable**. Coverage applies for damages caused by **Road Hazards**, or by contact with medians, curbs, parking stops, or other hazards or conditions in the roadway.

***Please Note***: **Any Cosmetic and Curb Damage to chrome wheels or wheels with chrome simulation (i.e. Clad) is excluded. Additionally, in CONDITIONS NOT COVERED, item "n" is hereby deleted for purposes of this section.**

**For Curb Impact Repair/Replacement Claims: Please refer to the section above entitled, "CLAIMS PROCEDURES."**

**For Cosmetic Wheel Repair Claims: You must call NIU of Florida, Inc. at 888-684-9327 Monday through Friday from 9 a.m. to 8 p.m. eastern time. A service provider will be dispatched to repair Your wheel(s). In the event a technician is not available in Your area, You will be provided with an authorization number and will be reimbursed for the reasonable cost of the wheel repair. All other terms and conditions apply. *Please Note*: Due to aging and variance to the wheel color and texture, it is not always possible to match colors or textures to other wheels. Therefore, an exact color or texture match is not guaranteed and the Administrator is not responsible for any costs, damages or liability in the event that the color or texture does not match.**

**Customer Initials: _____**

# THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE AXIS STANDARD & AXIS PREMIUM PLANS

## TERMS AND CONDITIONS

- **Agreement Holder (You, Your) is defined as the person(s) listed in the registration section of this Agreement.**
- **We, Us, Our means the Obligor.**
- **Provider means the selling dealership listed in the registration section of this Agreement.**
- **Vehicle as used throughout this contract means the conveyance listed in the registration section of this Agreement.**
- **Commercial Vehicles are defined as any vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purposes. Travel to and from Your regular place of business, and share-the-expense car pools are not considered commercial purposes.**
- **The term of this Agreement begins on the Effective Date and continues for the number of years specified in the registration section of this Agreement. In the event no term is indicated, this Agreement will default to a term of one (1) year. The maximum term available is eighty four (84) months. This contract is non-renewable, and the period during which coverage applies is limited to the term You purchased.**
- **If You have purchased this Agreement AFTER the point of sale of Vehicle, You must wait the greater of thirty (30) days OR one thousand (1,000) miles before You can file any claim.**
- **You will not be required to pay a deductible for this Agreement.**
- **The territory includes all fifty (50) United States, Canada and Puerto Rico.**
- **Eligible vehicles include current model year plus ten (10) years prior.**
- **The Administrator makes every effort to provide service but there are instances where they have no vendor available in Your area. In such an instance, the Administrator reserves the right to make cash settlements in lieu of providing service. Such settlement will be based on market rates for like services in Your general geographic area.**
- **You may obtain a full copy of Our company's privacy notice by sending a written request to the Obligor, Attention: Privacy Notice Department, at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.**
- **THIS IS NOT AN INSURANCE CONTRACT.**

**Customer Initials: _____**

## EXCLUSIONS

**This Agreement does not cover: (a) Any damage that occurs outside the United States, Canada or Puerto Rico; (b) Any damage caused by driving on tires that are improperly inflated; (c) Any damage to tires and/or wheels which are undersized, oversized, or otherwise not recommended by the Vehicle manufacturer; (d) Any damage to tires and/or wheels transferred from another vehicle subsequent to the effective date of this Agreement; (e) Any damage which is covered by any other Agreement, including warranties issued by the manufacturer; (f) Replacement wherein the manufacturer, by public announcement of a recall, established its responsibility to replace tires or wheels; (g) Any damage that is the result of a manufacturer's defect; (h) Any consequential loss or damage whatsoever, including loss, damage or injury to persons or property resulting from the failure of any of the parts of the vehicle described herein, the repair or replacement of which are covered under the terms and conditions of this Agreement; (i) Any loss where You or any person on Your behalf falsely swears or commits any fraudulent act with respect to any claim; (j) Any wheel repair or replacement, or any tire replacement that is not pre-authorized; (k) Any loss that is not reported to the Administrator within sixty (60) days from the date the damage occurs; (l) Any pre-existing conditions or damage; (m) Any damage resulting from off-road use, racing, collision with another vehicle, chain damage, misuse, abuse, lack of proper maintenance, misalignment, suspension problems, use on a construction site or on roads not regularly maintained, vandalism or malicious mischief, theft, fire, or any loss covered by primary physical damage insurance; (n) Any tire and/or wheel repair or replacement resulting from collision with a curb, median or other fixed object on or in the roadway; (o) Commercial Vehicles; (p) Any damage to tires with tread depth of 3/32" or less at the lowest point on the tire; (q) Any damage related to acts of God or acts of war or terrorism.**

**Customer Initials: _____**

## CANCELLATION

If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, the **Agreement Holder** will receive a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price.

## TRANSFER

This Agreement may be transferred by **You** to a subsequent private purchaser of the **Vehicle** for the remainder of the original term (dealers excluded). This Agreement is not transferable to another vehicle. The right to cancel this Agreement is not transferable. To transfer this Agreement to another owner, **You** must submit the following, to the Administrator, within thirty (30) days from the date of sale: a) A letter containing the name and address of the new owner, and **Your** authorization to transfer; b) A copy of the bill of sale or other evidence showing the change in ownership; c) A check or money order for forty dollars ($40) payable to the Administrator for the transfer fee.

**Customer Initials: _____**

## ARBITRATION

In the event that **You** and the Administrator fail to agree to the amount of a covered loss, or whether coverage is provided under this Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA). Arbitration shall proceed solely on an individual basis without the right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to disputes between **You** and the Administrator alone.

Claims may not be joined or consolidated unless agreed to in writing by all parties. The parties agree that arbitration will be heard by a single arbitrator either by telephone, or in the county of **Your** residence. For all non-frivolous claims, the Administrator shall pay the arbitrator's fees. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree to an arbitrator, the arbitrator will be selected by a court of competent jurisdiction, each party to bear its own costs.

**Customer Initials: _____**

**OBLIGOR**

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327

**OBLIGOR - IN CALIFORNIA**

Nation Motor Club, LLC. dba NSD Insurance Marketing
800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 888-684-9327 • Service Contract License #OF82045

**OBLIGOR - IN MASSACHUSETTS**

The selling Dealership identified in the registration section of this Agreement

**OBLIGOR- IN ARKANSAS, MAINE, MISSOURI, WASHINGTON & WISCONSIN**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 800-338-2680

**OBLIGOR - IN FLORIDA**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327 • License # 01238

**ADMINISTRATOR**

NIU of Florida, Inc. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327

**STATE PROVISIONS**

If a covered service is not provided to the **Agreement Holder** by the Administrator no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the contract is returned to the **Provider**, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the Administrator under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

Regulation of service contracts may vary from state to state. The following state specific requirements apply if **Your** Agreement was purchased in one of the following states:

**ALABAMA**

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty five (45) days of **Your** written request to cancel the Agreement. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator.

**ARIZONA**

The Cancellation section of this Agreement is replaced in its entirety by the following: This Agreement may be cancelled by **Agreement Holder** at any time. To cancel, the **Agreement Holder** must return this Agreement to the **Provider** or the Administrator**.** If this Agreement is cancelled within sixty (60) days from the Effective Date, the **Agreement Holder** will be refunded one hundred percent (100%) of the premium paid. If this Agreement is cancelled after the first sixty (60) days, the **Agreement Holder** will be refunded on a prorated basis less a cancellation fee of thirty dollars ($30). The refund will be payable to **You** or the Lienholder, where applicable. After the Agreement has been in effect for sixty (60) days or more, it may not be cancellable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of the Agreement; or (2) For nonpayment of premium by the **Agreement Holder.** If cancelled by the Administrator, they shall provide the **Agreement Holder** notice of cancellation by certified mail. The Administrator will refund the **Agreement Holder** on a prorated basis. The pro-rata refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The Lienholder will be named on the check when financing had been provided for the purchase price. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.

**CALIFORNIA**

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled AND returned to the **Provider** within the first sixty (60) days for a new car and thirty (30) days for a used car after **Your** receipt of a copy of the contract AND no claim has been made, the amount refunded to **You** will be one hundred percent (100%) of the full purchase price of the contract. A cancellation fee shall not apply. If a claim has been made, the Administrator shall refund to **You** the purchase price minus the number of days remaining on the contract term. If cancellation is after sixty (60) days for a new car and thirty (30) days for a used car, of the Agreement date of **Your** receipt of the Agreement sale, the amount of the refund will be prorated based on the number of days remaining on the contract term, minus a cancellation fee of the lesser of an administrative fee of twenty five dollar ($25) or ten percent (10%) of the Agreement purchase price. If the Administrator initiates the cancellation, no fee will apply. The Administrator will refund to **You** the purchase price of the Agreement within forty five (45) days after the Agreement has been returned to the Administrator. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

Performance to **You** under this Agreement is guaranteed by a California approved insurance company. **You** may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name and address of the insurance company is: Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038. If **You** are not satisfied with the insurance companies response, **You** may contact the California Department of Insurance at 1-800-927-4357.

The Arbitration section of this Agreement is not applicable.

## CONNECTICUT

The definition of **Provider** is amended as follows: **Provider** means the Obligor, Nation Motor Club, LLC., located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.

The Cancellation section of this Agreement is replaced in its entirety by the following: The **Agreement Holder** may cancel this Agreement by mailing in a written notice to the **Provider** or the Administrator only in the event that the Agreement is returned, sold, lost, stolen or destroyed. The notice shall state the effective date of the cancellation and the reason for the cancellation. If cancellation is effected by the **Agreement Holder** within thirty (30) days of the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the refund will be calculated on a prorated basis less the amount of any claims paid or payable and less a cancellation fee of ten percent (10%) of the purchase price or twenty five dollars ($25) whichever is less.

**Wear and tear is not covered under this service contract. Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

**This extended warranty does not provide for any In-Home service. If this Agreement expires in less than one (1) year and a covered repair occurs prior to expiration, there shall be an automatic extension of the term of this Agreement during the period the Vehicle is in the custody of the repair facility for repairs of a covered repair under this Agreement.**

The Arbitration section is replaced in its entirety by the following: The Administrator is required to make reasonable efforts with **You** to resolve disputes regarding this Agreement. If the Administrator and **You** cannot make an Agreement, **You** may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs.

If a covered service is not provided to the **Agreement Holder** by the **Provider** no later than the sixtieth (60th) day after proof of loss has been filed, or if a refund or credit is not paid before the forty sixth (46th) day after the date on which the contract is returned to the **Provider**, **You** may apply for reimbursement directly to the reimbursement insurance company. Obligations of the **Provider** under this service contract are insured under a service contract reimbursement insurance policy provided by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

## FLORIDA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within sixty (60) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first sixty (60) days, the **Agreement Holder** will be refunded on a prorated basis, less the amount of any claims paid or payable and less a cancellation fee of twenty five dollars ($25) or five percent (5%) of the Selling Price - whichever fee is less. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the Administrator. **We** may not cancel this Agreement after the first sixty (60) days unless: 1) There has been a material misrepresentation or fraud at the time of sale of the Agreement; 2) For nonpayment of premium by **You**, in which case, **We** shall provide **You** with notice of cancellation by certified mail to the last known address; and 3) **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer. The refund will be calculated on a prorated basis less the amount of any claims paid or payable. The Lienholder will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.**In the event You do not receive Your cancellation refund from the dealership or sales agent after the forty sixth (46th) day of Your request, please contact NIU of Florida, Inc. by calling (800) 338-2680.**

**The Agreement Holder may not make any claim against the Florida Insurance Guarantee Association for vehicle protection expenses.**

**The rate charged for this service agreement is not subject to regulation by the Florida Office of Insurance.**

This Agreement is insured for its liability under a Service Contract Reimbursement Insurance Policy issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866)505-4048.

The Arbitration section of this Agreement is not applicable.

## GEORGIA

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel **Your** contract by mailing or delivering written notice of cancellation to the **Provider** or the Administrator**. Your** signed cancellation request must specify the reason for cancellation and the effective date of cancellation. If **You** cancel this Agreement within sixty (60) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If cancellation is after sixty (60) days of the Effective Date the amount of the refund will be prorated based on the lesser of days or miles remaining on the contract term less the amount **of any claims paid or payable.** The Administrator may only cancel the Agreement for fraud, material misrepresentation, or failure to pay the contract charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall be delivered in person or mailed via first class mailing to the last address the Administrator has on record. The Refund will be payable to **You** or the Lienholder, where applicable. If the Administrator fails to refund the unearned consideration, **You** have the right to receive the refund directly from: Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

The Arbitration section of this Agreement is not applicable.

## ILLINOIS

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty five (45) days of **Your** written request to cancel the Agreement. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator.

The Arbitration section of this Agreement is not applicable.

## INDIANA

**Your** proof of payment to the Administrator for this Service Contract shall be considered proof of payment to the Insurance Company which guarantees the Administrator's Obligations to **You**. This Service Contract is not insurance and is not subject to Indiana insurance law. This Service Contract covers pre-existing conditions if the Mechanical Breakdown occurs during the Service Contract period.

The Arbitration section of this Agreement is not applicable.

## IOWA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty five (45) days of **Your** written request to cancel the Agreement. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator.

## MAINE

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator. If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of fifty dollars ($50) and the amount of any claims paid or payable. The Administrator will refund to **You** the purchase price of the contract within forty five (45) days after the contract has been returned to the Administrator. If the Administrator does not refund the purchase price within forty five (45) days, the Administrator will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the tenth (10th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is due to nonpayment of the purchase price, a material misrepresentation by the **Agreement Holder** to the Administrator or a substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

## MASSACHUSETTS

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the Administrator.

The Arbitration section of this Agreement is not applicable.

## MISSISSIPPI

In the event of dispute with the **Provider** or Administrator of this contract, **You** may contact the Mississippi Department of Insurance at 501 N. West Street, Suite 1001, Jackson, MS 39201 or (800) 562-2957.

The Arbitration section of this Agreement is not applicable.

## MISSOURI

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator. If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis less a fifty dollar ($50) cancellation fee and less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid.

## NEBRASKA

The Arbitration section of this Agreement is not applicable.

## NEVADA

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Provider** or the Administrator. If the Agreement is cancelled within thirty (30) days from the Effective Date and no claim has been made, the **Agreement Holder** will be refunded one hundred percent (100%) of the full purchase price of the contract. If the Agreement is cancelled within thirty (30) days from the Effective Date and a claim has been made, the **Agreement Holder** will be refunded on a prorated **basis.** If the Agreement is cancelled after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a pro-rated basis. The Agreement may be cancelled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become effective until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty five (45) days after the return of this Agreement. **Whether this Agreement is cancelled by You or by the Administrator, no cancellation fees will be deducted from any returned premiums.**

This service contract is backed by Wesco Insurance Company, 59 Maiden Lane, 43rd floor, New York, NY 10038. If the Administrator does not settle **Your** claim, **You** may submit **Your** claim directly to Wesco Insurance Company at 59 Maiden Lane, 43rd floor, New York, NY 10038 or calling toll free (866) 505-4048.

**This item may not be renewed. This contract does not allow You to recover consequential damages. This contract does not cover pre-existing conditions.**

The Arbitration section of this Agreement is not applicable.

## NEW HAMPSHIRE

The Arbitration section of this Agreement is replaced in its entirety by the following: Arbitration shall only be required upon mutual agreement by **Us** and **You** to submit any controversy or claim arising out of or relating to this Agreement, or a breach hereof, to binding arbitration at the time of such controversy or claim and shall take place in **Your** county of residence or other mutually agreed upon location in New Hampshire.

In the event that **You** do not receive satisfaction under this contract, **You** may contact the New Hampshire Insurance Department. State of New Hampshire Insurance Department, 21 Fruit Street #14, Concord, NH 03301; 800-852-3416.

## NEW JERSEY

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator. If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, the **Agreement Holder** will receive a refund of the full purchase price, less the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis less the amount of any claims paid or payable. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. The Administrator is not required to send a written notice of cancellation if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement.

**Repairs covered under this Agreement may be affected with one or more parts supplied by a source other than the manufacturer of Your motor vehicle.**

**This contract does not allow You to recover consequential damages. This contract does not cover pre-existing conditions.**

## NEW MEXICO

Other Office: National Registered Agents Inc., 1701 Old Pecos Trail, Santa Fe, NM 87501.

## OHIO

This contract is not insurance and is not subject to the insurance laws of Ohio.

## OKLAHOMA

The Cancellation section of this Agreement is replaced in its entirety by the following: This Agreement may be cancelled by **You** at any time. To cancel, **You** must return this Agreement to the **Provider** or the Administrator. If this Agreement is cancelled during the first sixty (60) days, **You** will be refunded one hundred percent (100%) of the premium paid less the amount of any claims paid or payable. If this Agreement is cancelled after the first sixty (60) days, **You** will be refunded on a prorated basis less the amount of any claims paid or payable and less a cancellation fee of fifty dollars ($50) or ten percent (10%) of the purchase price whichever is less. After the Agreement has been in effect for sixty (60) days or more, it may not be cancelable by the Administrator unless at least one of the following conditions are met: (1) If there has been a material misrepresentation or fraud at the time of sale of this Agreement; (2) For nonpayment of premium by **You**, in which case the Administrator shall provide **You** notice of cancellation by certified mail. The refund will not be less than one hundred percent (100%) of the paid unearned pro-rata premium. The Lienholder will be named on the check when financing had been provided for the premium. In the event of repossession or total loss, the Lienholder may request cancellation of this Agreement and shall be the sole named payee.

**This service warranty is not issued by the manufacturer or wholesale company marketing the product. The coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma Service Warranty Statutes do not apply to commercial use references in service warranty contracts. This warranty will not be honored by such manufacturer or wholesale company.**

## OREGON

The Arbitration section of this Agreement is not applicable.

## SOUTH CAROLINA

In the event of dispute with the **Provider** or Administrator of this contract, **You** may contact the South Carolina Department of Insurance, Capitol Center at 1201 Main Street, Suite 1000, Columbia, SC 29201 or (800) 768-3467.

## TEXAS

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Provider** or the Administrator. If the Agreement is cancelled within thirty (30) days from the Effective Date and no claim has been made, the Agreement Holder will be refunded one hundred percent (100%) of the full purchase price of the contract. If the Agreement is cancelled within thirty (30) days from the Effective Date and a claim has been made, the **Agreement Holder** will be refunded on a prorated basis less the amount of any claims paid or payable. If the Agreement is cancelled after thirty (30) days from the Effective Date, the amount of the refund will be prorated based on the number of days remaining on the contract term, less a fifty dollar ($50) cancellation fee and the amount of any claims paid or payable. The Administrator will refund to **You** the purchase price of the contract within forty five (45) days after the contract has been returned to them. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. If the Administrator initiates the cancellation, no cancellation fee will apply.

**The registered service contract provider is Nation Motor Club, LLC., 800 Yamato Road, Suite, 100, Boca Raton, Florida 33431, (800) 338-2680, Texas Service Contract Provider # 545. The registered Administrator is NIU of Florida, Inc., 800 Yamato Road, Suite, 100, Boca Raton, Florida 33431, (800) 338-2680, Texas Service Contract Provider Administrator # 183.**

## UTAH

The Cancellation section of this Agreement is replaced in its entirety by the following: If **You** cancel this Agreement within the first thirty (30) days of the Effective Date, and no claim has been made, **You** will receive a full refund of the total Agreement purchase price, less a cancellation fee in the amount of fifty dollars ($50). If **You** cancel this Agreement within the first thirty (30) days of the Effective Date, and a claim has been made, **You** will receive a refund of the purchase price of the Agreement less a cancellation fee in the amount of fifty dollars ($50) and less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the Administrator shall refund the Agreement purchase price for this Agreement on a prorated basis less a cancellation fee in the amount of fifty dollars ($50) and less the amount of any claims paid or payable. The Administrator may only cancel this Agreement under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the **Provider** should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; (3) Substantial breaches of contractual duties, conditions, or warranties attainment of the age specified as the terminal age for coverage. If this Agreement is cancelled due to non-payment, the Administrator will mail written notice of cancellation to **You** and will cancel **Your** Agreement no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Agreement is cancelled for any of the reasons listed above, The Administrator will mail written notice of cancellation to **You** and will cancel **Your** Agreement no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If a Lienholder or Administrator cancels this Agreement at any time, **You** will be entitled to a prorated refund of the Agreement purchase price less a cancellation fee of fifty dollars ($50). In general, if Administrator cancels this Agreement within the first sixty (60) days after the Agreement purchase date or if the Administrator cancels this Agreement because **You** have defaulted in **Your** obligation to repay the amount financed by the Lienholder, Administrator will mail to **You** written notice of cancellation at least ten (10) days before the cancellation date.

**This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a compliant, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.**

**Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the Agreement Holder, if the Agreement Holder shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible.**

## WASHINGTON

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, and no claim has been made, the **Agreement Holder** will receive a refund of the full purchase price of the Agreement. If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the Effective Date, and a claim has been made, the **Agreement Holder** will receive a refund of the full purchase price less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded by the **Provider** on a prorated basis, less a cancellation fee of twenty five dollars ($25) and the amount of any claims paid or payable. The Refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, the **Agreement Holder** must contact the **Provider** or the Administrator. The Administrator will refund to **You** the purchase price of the contract within thirty (30) days after the contract has been returned to them. If the Administrator does not refund the purchase price within thirty(30) days, they will pay a penalty of ten percent (10%) of the purchase price for each thirty (30) day period that the refund remains unpaid. The Administrator may cancel this service contract within the first sixty (60) days by mailing written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. If the Administrator initiates the cancellation, no cancellation fee will apply. After the first sixty (60) days, the Agreement may not be cancelled by the Administrator.

Obligations of the service contract provider under this service contract are insured under a service contract reimbursement insurance policy. **You** are entitled to make a direct claim against the insurance company. This Agreement is guaranteed by policy number WIC-NSD-VSC-WA-071510 issued by Wesco Insurance Company located at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

**Customer Initials: _____**

## WISCONSIN

The Cancellation section of this Agreement is replaced in its entirety by the following: **You** may cancel this Agreement by mailing written notice to the **Provider** or the Administrator. If the Agreement is cancelled within the first thirty (30) days of the Effective Date, and no claim has been made, **You** will be refunded one hundred percent (100%) of the full purchase price of the Agreement. If the Agreement is cancelled within the first thirty (30) days of the Effective Date, and a claim has been made, **You** will be refunded the full purchase price of the Agreement less the amount of any claims paid or payable. If **You** cancel this Agreement after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated basis less the amount of any claims paid or payable. The Agreement may be cancelled by the Administrator within the first seventy (70) days. In the event of cancellation after seventy (70) days, the Administrator may only cancel this Agreement if they discover one of the following: 1) fraud or material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) act or omission by **You**, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. If the Administrator cancels the Agreement, the return premium will be one hundred percent (100%) of the full purchase price of the Agreement. Cancellation will not become effective until fifteen (15) days after the Administrator mails **You** a notice of cancellation to **Your** last known address. The Administrator will pay a ten percent (10%) penalty per month to any refund that is not paid or credited to **You** within forty five (45) days after the return of this Agreement. **Whether this Agreement is cancelled by You or by the Administrator, no cancellation fees will be deducted from any returned premiums.**

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

The Arbitration section of this Agreement is not applicable.

## WYOMING

The Cancellation section of this Agreement is replaced in its entirety by the following: **You may cancel this Agreement by mailing written notice to the Provider or the Administrator. If You cancel this Agreement within the first twenty (20) days of the Effective Date, and a claim has not been made, the contract is void and a refund shall be issued to You for the full purchase price of the contract. If You cancel this Agreement within the first twenty (20) days of the Effective Date and a claim has been made, the Administrator shall refund to You the purchase price of the Agreement less the amount of any claims paid or payable. If You cancel this Agreement after twenty (20) days of the Effective Date, the amount of the refund will be prorated based on the number of days remaining on the contract term, less a cancellation fee of fifty dollars ($50) and less the amount of any claims paid or payable. If the Administrator initiates the cancellation, no fee will apply. The Administrator will refund to You the purchase price of the contract within forty five (45) days after the contract has been returned to the Administrator. If the Administrator does not refund the purchase price within forty five (45) days, they will pay a penalty of ten percent (10%) of the purchase price for each month that the refund remains unpaid. The Administrator may cancel this service contract by mailing written notice of cancellation to You at the last known address in their records. Notice will be mailed before the tenth (10th) day preceding the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by the Agreement Holder to the Administrator or a substantial breach of duties by the Agreement Holder relating to the covered product or its use.**

**This contract does not allow You to recover consequential damages.**

**This contract does not cover pre-existing conditions.**

The Arbitration section of this Agreement is not applicable.

**In the following states, only this form can be used:** AL, AZ, AR, CA, CT, FL, GA, HI, IL, IA, IN, KY, MA, ME, MS, MO, NE, NV, NH, NJ, NM, NY, OH, OK, OR, SC, TX, UT, VA, WA, WI & WY