

**SCARVW  
COSMETIC ALLOY RIM PROTECTION SERVICE CONTRACT**

**COVERED VEHICLE INFORMATION**

Year, Make, Model  
VIN  
Vehicle Purchase Price \$ \_\_\_\_\_ Amount Financed \$ \_\_\_\_\_

**VEHICLE OWNER**

Vehicle Owner  
Address, City, State, Zip  
Email  
Phone Home, Cell, Work

**SELLING STORE**

Store Name, Store Number  
Address, City, State, Zip, Phone

**LIENHOLDER/LESSOR**

Lienholder/Lessor  
Address, City, State, Zip, Phone

**COVERAGE TERM**

Coverage Term \_\_\_\_\_ (1 - 7 years)

**PURCHASE PRICE**

Purchase Price \$ \_\_\_\_\_

IF NO BOX IS CHECKED (✓) AND/OR TERM COMPLETED, MAXIMUM COVERAGE AND/OR TERM WILL APPLY UNLESS COVERAGE IS DECLINED AS SHOWN BELOW.

THE PURCHASE OF THE ENHANCED VEHICLE PROTECTION IS NOT A REQUIREMENT FOR THE PURCHASE, LEASE OR FINANCING OF A COVERED VEHICLE. THIS AGREEMENT IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY.

SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT, AS WELL AS STATE SPECIFIC AMENDMENTS FOR YOUR STATE.

THERE IS NO DEDUCTIBLE FOR COVERAGE UNDER THIS CONTRACT

I ("Vehicle Owner") whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read the terms and conditions contained herein and I understand and agree to all of the provisions herein. This Agreement is between the Obligor and Vehicle Owner.

\_\_\_\_\_  
Date of Sale (Effective Date of Agreement)      \_\_\_\_\_  
Vehicle Owner Signature      \_\_\_\_\_  
Dealer Signature

**DECLINATION OF COSMETIC ALLOY RIM PROTECTION SERVICE CONTRACT**

I do not choose to register my vehicle under Cosmetic Alloy Rim Protection Service Contract. By not purchasing the Cosmetic Alloy Rim Protection Service Contract, I fully understand that I am not entitled to any of the Service Contract protection provisions provided under the terms of this Service Contract.

\_\_\_\_\_  
Vehicle Owner Signature      \_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer Signature      \_\_\_\_\_  
Date

**Obligor / Service Contract Provider**

**In Florida:**  
Siskin Enterprises of Florida, Inc.  
P.O. Box 58 Salt Lake City, Utah 84110  
Toll Free (800) 453-8470  
E-mail: customerservice@siskinent.com

**In Massachusetts:**  
Obligor is the selling dealer listed above.

**All Other States:**  
Siskin Enterprises, Inc.  
P.O. Box 58 Salt Lake City, Utah 84110  
Toll Free (800) 453-8470  
E-mail: customerservice@siskinent.com

# COSMETIC ALLOY RIM PROTECTION

## I. DEFINITIONS

- A. "Covered Vehicle" means the Vehicle shown on the front side of this Service Contract covered by this Service Contract.
- B. "Eligible Wheels" are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.
- C. **"Excluded Vehicles" are Alfa Romeo, Austin Healey, Aston Martin, Bentley, Bugatti, Checker, Citroen, Daihatsu, Ferrari, Fisker, International, Lamborghini, Lotus, Maserati, Maybach, McLaren, MG, Panoz, Peugeot, Rolls Royce, Saleen, Shelby, Triumph, and TVR.**
- D. "Lienholder/Lessor" means a financial institution, bank, credit union, or a third party that provides credit for the benefit of the Purchaser of the Vehicle.
- E. "Provider/Obligor, We, Us, and Our" means Siskin Enterprises, Inc.
- F. "Reconditioning" means professional touch up and/or buffing and does not include body work.
- G. "Road Hazard" means a condition that may cause damage to a wheel on a road surface, including potholes, nails, glass, road debris, and curbs, or any other object or condition not normally found in a roadway.
- H. "Selling Store" means the store from which the Vehicle Owner purchased this Service Contract.
- I. "Service Contract" means this Cosmetic Alloy Rim Protection Service Contract.
- J. "Vehicle Owner," "You" and its possessive, "Your" means the purchaser shown on the front side of this Service Contract, or an eligible person to whom this Service Contract has been properly transferred and who is entitled to coverage under the terms of this Contract.

## II. COVERAGE

- A. This Service Contract provides for the cosmetic repair of the alloy wheel limited to factory wheel machined, brushed or painted surfaces including, but not limited to, curb scrapes and minor scratches, caused by Road Hazards.
- B. Coverage includes the cost of repairing cosmetic damage to the alloy wheel.
- C. As long as the proper procedures are followed, alloy wheel cosmetic repair can be performed on two (2) wheels per year within the term of this Agreement.

## III. TERMS AND CONDITIONS

### A. GENERAL TERMS AND CONDITIONS:

- 1. This coverage is effective for the duration of the Service Contract as per the term selected on the reverse side of this Service Contract. Coverage begins on the Date of Sale identified on the first page.
- 2. Where applicable, Obligor will pay only for the repair of the damaged portion of the Vehicle, and Obligor reserves the right to inspect the Vehicle or may request estimates to repair and/or photographs of the damage to determine the validity of the claim.
- 3. **Obligor has sole discretion in determining and implementing any repair procedures; repairs will be performed with reasonable promptness and workmanship and we reserve the right to use non-original manufacturer parts at Our option.**

### B. YOUR DUTIES:

- 1. **It is the Vehicle Owner's responsibility to initiate claims for covered events, during the Term of this Service Contract, by notifying the Obligor as per the Claim Procedures in Section V.**
- 2. **If You experience damage to Your Vehicle, You must use all reasonable means to protect Your Vehicle from further damage and notify the Obligor as soon as possible**

### C. ALLOY WHEEL COSMETIC RIM PROTECTION:

- 1. Due to aging and variance in alloy wheel color and texture, it is not always possible to match colors or texture to the other alloy wheels, so an exact color or texture match is not guaranteed.
- 2. Coverage also includes the cost of mounting, valve stems, balancing, taxes and labor charge.
- 3. Eligible Wheels are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.

## IV. EXCLUSIONS

- A. **Damage occurring outside of the United States or Canada.**
- B. **Vehicles involved in an accident, vandalism, acts of God, floods, fires, manufacturer defects, and peeling paint.**
- C. **Pre-existing conditions.**
- D. **Damage to the vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas.**
- E. **Damage to the factory's original finishes if such have been altered or modified after leaving the factory.**
- F. **Damage to vehicles used for commercial purposes, including but not limited to, ambulances, police cars, or other emergency vehicles or trucks rated over one ton. Also excluded are any consequential or incidental damages.**
- G. **Any consequential or incidental damages.**
- H. **Abnormal wear caused by misalignment or suspension problems and driving on unpaved roads.**
- I. **Dented and bent wheels including damage done by contact that cause suspension, body or frame damage.**
- J. **Chrome.**

## V. CLAIMS PROCEDURES

- A. **Complete and submit a claim form through Obligor's website, [www.siskinent.com](http://www.siskinent.com), or contact Obligor at 800-453-8470, or mail a completed claim form to Obligor.**
- B. **It is the Vehicle Owner's responsibility to obtain authorization from Obligor prior to any work being completed on your vehicle.**
- C. **Obligor may inspect alloy wheels prior to claim authorization.**

- D. If damage occurs after our regular business hours (Monday – Friday 8:00 am to 5:00 pm MST), or on a weekend, contact the Obligor the next business day to obtain authorization.
- E. FOR EACH CLAIM, VEHICLE OWNER MUST FOLLOW UP AND COMPLETE THE CLAIM PROCESS WITHIN 60 DAYS FROM THE ONSET OF CLAIM APPROVAL. AFTER 60 DAYS WITHOUT FOLLOW UP, THE CLAIM WILL BE CLOSED AND NO FURTHER ACTION WILL BE TAKEN.
- F. CONTACT OBLIGOR FOR AUTHORIZATION PRIOR TO UNDERTAKING ANY REPAIRS. REPAIRS PERFORMED WITHOUT EXPRESS, WRITTEN AUTHORIZATION FROM OBLIGOR WILL NOT BE ELEGIBLE FOR REIMBURSEMENT.
- G. **Emergency Repairs.** Because of the coverages offered under this contract, it is unlikely You will experience an after-hours emergency repair; however, in the event that Your Vehicle is damaged to the extent that it is undrivable or unsafe to drive after normal business hours and You are unable to make a claim, You may proceed to a repair facility and obtain covered repairs without prior authorization. You must submit claim repair and payment information to the Obligor within 5 business days of the emergency repair by contacting Obligor at 800-453-8470. In obtaining emergency repairs without prior authorization, it is Your responsibility to review this Contract to determine whether the service or repair offered is covered. You will not be reimbursed for repairs that are not covered by the terms of this Contract nor for non-emergency repairs done without prior authorization. For reimbursement, submit a copy of this registration form (front and back) and your authorization number with the actual receipts or work orders indicating repair to the Obligor at the address listed below.

## VI. CANCELLATIONS / TRANSFERS

- A. You may cancel this contract at any time for any reason by mailing to the Obligor written notice of cancellation or by calling (800) 453-8470.
- B. If you cancel this Service Contract by the 30th day of receipt if delivered in person, or 30th day after mailing if delivered via mail, and no claim has been made, the contract is voided and the Obligor will provide a full refund or credit to your account. If a claim has been paid or made during the full refund period, You will receive a prorated refund based on the number of days remaining on the Service Contract, less any claims paid and with no cancellation fee applied.
- C. If cancellation is after 30 days from the Service Contract Date of Sale the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a \$50 cancellation fee.
- D. Lienholder may cancel this Service Contract in the event of repossession or total loss. Refunds for lienholder cancellations are calculated as stated in B. and C. above. Refunds owed to lienholder will be paid or credited no more than 45 days from the date the Obligor receives notice of the request to cancel or sooner if required by a state.
- E. We may only cancel this Service Contract for nonpayment of provider fee, fraud, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply. In the case of Administrator cancellation within 30 days of the Purchase Date, Vehicle Owner will receive a full refund of the Purchase Price. If Administrator cancels after 30 days, Vehicle Owner will receive a pro-rata refund of the Purchase Price, based on the number of unused days.
- F. The Obligor may cancel this Service Contract by mailing written notice of cancellation to Vehicle Owner at the last known address in Obligor's records 15 days prior to the effective date of the cancellation. The cancellation notice will state the effective date and reason for cancellation.
- G. Refunds owed to you will be paid or credited within 30 days of the date We receive notice of the request for cancellation from You or from the effective date of the cancellation notice from the Obligor. A monthly penalty of ten percent shall be added to any refund owed that is not paid with 45 days of cancellation.
- H. **This service contract is transferrable to the next owner of the vehicle free of charge. To complete such transfer, Obligor must be notified of the change of ownership within (30) thirty days from the date of transfer to such first subsequent owner.**

## VII. GENERAL INFORMATION

SISKIN ENTERPRISES, INC. IS THE OBLIGOR/SERVICE CONTRACT PROVIDER OF THIS SERVICE CONTRACT. TERMS AND CONDITIONS WRITTEN ABOVE CANNOT BE ALTERED. THIS IS A SERVICE CONTRACT AND IS NOT INSURANCE. Obligations of the Service Contract Provider under this Service Contract are insured under a reimbursement policy issued by Wesco Insurance Company (a member of AmTrust Group) 59 Maiden Lane, 43rd Floor, New York, NY 10038, policy #WIC-SIS-SCRI-070112. If covered service is not provided by Service Contract Provider, or if We fail to pay, before the 60th day after proof of loss has been filed, You should apply directly to Wesco Insurance Company for benefits or services afforded under this Service Contract by mail at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or by calling (866) 505-4048.

## VIII. ARBITRATION

You agree that all individual claims or disputes of any type arising from or relating to this Service Contract with the Obligor, Dealer, or the insurer listed in Section VII will be settled by impartial arbitration. To initiate arbitration, You must notify Obligor in writing of Your desire to submit your issue to arbitration. You are responsible for providing Us with at least 3 proposed arbitrators. We have the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If We demonstrate that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Service Contract was purchased, the state's arbitration rules will govern.

## IX. STATE SPECIFIC AMENDMENTS

Please review the following state specific amendments carefully for variations in this Service Contract based on Your state.

- A. **Alabama:** The cancellation fee in section VI.C is amended to \$25.  
Arbitration, the following is added: Arbitration shall be held in the county in which the contract holder lives and in the state of Alabama.
- B. **Alaska:** The cancellation fee in section VI.C shall be the lesser of \$50 or 7.5 percent of the unearned provider fee. The time period for application to the insurer of 60 days in Section VII is amended to 30 days.
- C. **Arizona:** This contract cannot be cancelled by Us for conditions within our knowledge and/or control including but not limited to (1) pre-existing conditions; (2) prior use or tampering with the odometer; (3) misrepresentation by Us or our subcontractors; or (4) ineligibility for the program. No claims paid will be deducted from any refund owed. Section VIII is amended to add that You may file with the Director of the Arizona Department of Insurance for relief of any complaint under the provisions of A.R.S. 20.1095.04. Cancellation fee will be the lesser of \$50 or 10% gross amount paid by the contract holder.
- D. **Arkansas: Cancellation:** No deduction for a claim incurred or paid under this Service Contract will be made from any refund.
- E. **California:** Section VI. Cancellations is stricken in its entirety and replaced with the following. You may cancel this contract at any time for any reason,

including if the Vehicle is sold, lost, stolen or destroyed. We may only cancel for Your non-payment, material misrepresentation, or fraud. If we cancel this contract we will mail you written notice at least 15 days prior to the effective date of cancellation stating the effective date of and reason for cancellation. If You cancel this contract within the first 60 days from purchase and no claim has been made, You will receive a full refund of the purchase price. If You cancel after a claim has been made or after 60 days from purchase, You will receive a pro-rated refund based on the number of unused days, less claims paid. If You cancel after 60 days from the purchase date, a cancellation fee of the lesser of \$25 or 10% of the purchase price will be assessed. If We cancel this contract, You will receive a prorated refund based on unused days and less claims paid, if any; however, no cancellation fee will be assessed. Any refund owed to You due to our cancellation will be paid within thirty (30) days of the cancellation. We remain liable to You for any claim reported prior to cancellation provided that the first step required for reporting a claim has been completed. **Insurance Coverage:** Performance to You under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Service Contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is Wesco Insurance Company (a member of AmTrust Group), 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You are not satisfied with the insurance company's response, you may contact the California Department of insurance at 1-800-927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)). Obligor's California VSC provider license number is OM08015.

### **NO PRE-EXISTING CONDITIONS ARE COVERED UNDER THIS CONTRACT.**

**This Contract does not provide any preventive maintenance and it is Your obligation to maintain Your Vehicle's covered parts as specified in this Contract and by Your Vehicle's manufacturer. This Contract is transferrable.**

**F. Connecticut:**

**Dispute Resolution:** We will attempt to resolve any dispute under this Contract with You through mediation. If mediation is unsuccessful, You may pursue arbitration to settle the disagreement. To request arbitration, mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, attention Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, and a copy of the Service Contract.

This Contract is transferrable.

You have a right to cancel this Service Contract if You return the Vehicle or if the Vehicle is sold, lost, stolen or destroyed.

If this Service Contract is for less than one year of coverage, this Contract will be extended while Your Vehicle is being repaired.

This Service Contract does not include in-home service. The costs of transporting the Vehicle will not be paid for by the Obligor.

**G. Florida: The Obligor on this contract for Florida is Siskin Enterprises of Florida, Inc. dba PermaPlate, Florida license number 27271.**

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

**Cancellation:** You may cancel the Service Contract within sixty (60) days after purchase, for a 100% refund of the gross purchase price, less any claims paid on the Service Contract, without any cancellation fee. If cancellation is after 60 days from the Service Contract Date of Sale, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term, less any claims paid, and less a cancellation fee which is the lesser of \$50 or 10% of the pro rata refund amount. If We cancel the Service Contract for nonpayment, We will provide You with written notice by certified mail. If We cancel the Service Contract in the first sixty (60) days, We will not charge a cancellation fee and refund 100% of the gross purchase price, less any claims paid. If We cancel the Service Contract after the first sixty (60) days, We will not charge a cancellation fee and will refund 100% of the unearned pro rata premium, less any claims paid.

**H. Georgia:** Section VIII regarding Arbitration is deleted in its entirety. Section VI is revised to state that cancellation will comply with O.C.G.A 33-24-44. For any cancellation by the Obligor, You will be refunded 100% of the pro-rate purchase price. For any cancellation by You, You will be refunded 90% of the pro-rata purchase price. Under no circumstances will a cancellation fee or the cost of any claims paid be deducted from any refund owed to You.

**I. Idaho:** Coverage afforded under this motor vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

**J. Indiana:** This service contract is not insurance and is not subject to Indiana insurance law. A claim against the provider also shall include a claim for return of the unearned provider fee.

**K. Iowa:** A claim against a reimbursement insurance policy shall also include a claim for return of the unearned service company fee paid for the service contract. This agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 537. You may contact the Iowa Securities and Regulated Industries Bureau, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738. Used parts will not be used to replace parts covered under this Agreement without Your prior written authorization. Rebuilt parts will not be used to replace parts covered under this Agreement unless those parts are rebuilt according to national standards recognized by the Insurance Division rule 191-23.11(516E). If You cancel this Service Contract pursuant to section VI.B and are due a full refund of the purchase price of this Service Contract, and such refund is not paid within 30 days, a 10% penalty will be added for each 30-day period that the refund remains unpaid. If You cancel this Service Contract, We will mail written notice of termination to You within fifteen (15) days of termination.

**L. Louisiana:** At no time will any claims paid be deducted from Your refund. Section VIII regarding arbitration is deleted in its entirety.

**M. Maine:** The cancellation fee in section VI.C shall be the lesser of \$50 or 10 percent of the provider fee. If We cancel this Service Contract for any reason other than nonpayment by You, We will refund you 100% of the unearned pro-rata provider fee, less any claims paid. Section VIII is amended to state that any arbitration under this Service Contract shall take place in Maine.

**N. Mississippi:** Section VI Cancellations is amended as follows: C. If cancellations is after 30 days from the Service Contract Date of Sale or if a claim has been made, the Obligor will provide a refund of 100% of the unearned pro-rata purchase price based on the number of the days remaining on the Service Contract term, less any claims paid, and a cancellation fee of the lesser of the \$50 or the 10% of the purchase price. E. We may only cancel this Service Contract for nonpayment of provider fee, substantial breach of duties, or material misrepresentation. If the Obligor initiates the cancellation, no cancellation fee will apply. F. The Obligor may cancel this Service Contract by mailing written notice of cancellations to Vehicle Owner at the last known address in the Obligor's records at least 30 days before cancellations, ten (10) days of cancelled for nonpayment. The cancellation will state the effective date and reason for cancellation. Section VII regarding arbitration is deleted in its entirety. Roadside Assistance, Home Lockout, and Rental Assistance benefits under This Contract are provided by the SafeRide Motor Club, Inc.

**O. Missouri:** A claim against the provider also shall include a claim for return of the unearned provider fee. Section VI.B is replaced with the following: If You cancel this Service Contract by the 30th day of receipt if delivered in person, or 30th day after mailing if delivered via mail, the contract is voided and the Obligor will provide a full refund or credit to your account, less any claims paid. This contract is transferrable. Section VIII is replaced in its entirety with the following: Arbitration is not mandatory for disputes under this Service Contract but may be chosen voluntarily by the parties to this Service Contract. Section VI.C is replaced with the following: If cancellation is after 30 days from the Service Contract Date of Sale, the Obligor will provide a refund of 100% of the unearned prorated Purchase price, based on number of days remaining on the Service Contract Term, less any claims paid and a cancellation fee of \$50.

**P. Nevada:** In the event of cancellation, we will deduct any outstanding balance on the account from the amount of the unearned purchase price when calculating Your refund, regardless of any claims paid. Section VI.C is revised to read as follows: If cancellation is after 30 days from the Service Contract Date of Sale or if a claim has been made, the Obligor will provide a prorated refund based on the number of days remaining on the Service Contract term less a \$25 cancellation fee. Section VI.E is revised to read as follows: We may only cancel this Service Contract for Your nonpayment of provider fee, fraud by You,

or material misrepresentation by You. If the Obligor initiates the cancellation, no cancellation fee will apply. This Service Contract is transferrable. This service contract is not renewable. Under no circumstances will the cost of any claims paid be deducted from a refund owed to You. No pre-existing conditions are covered under this Service Contract. Section IV. B is revised to read as follows: This Service Contract will not cover any damage due to an accident; however, if an accident occurs to the Covered Vehicle, We will not automatically suspend all coverage under this Service Contract. We will continue to provide any coverage that is unrelated to the accident, unless such coverage is otherwise excluded by the terms of this Service Contract. Also, damage due to vandalism, acts of God, floods, fires, manufacture defects, and peeling paint is excluded. If you are not satisfied with the manner in which We handle a claim on this Service Contract, You may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.

- Q. New Hampshire:** In the event you do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit, Suite 14, Concord NH 03301, (603) 271-2261. Arbitration is subject to the state rules governing the arbitration of disputes as set forth in RSA 542. You have the right to bring an action to enforce the terms of the contract, or otherwise challenge the denial of a claim You believe is wrongful. Any civil action or alternative dispute resolution procedure must be brought in New Hampshire. Section VIII is subject to section 542, R.S.A.
- R. New Mexico:** Final contract price to be determined prior to presentation to consumer for signature.
- S. New York:** If You cancel this Service Contract pursuant to section VI.B and are due a full refund of the purchase price of this Service Contract, and such refund is not paid within 30 days, a 10% penalty will be added for each 30 day period that the refund remains unpaid.
- T. North Carolina:** We may only cancel this Agreement for nonpayment of the provider fee by You, or for a direct violation of this Agreement by You. The cancellation fee in section VI.C shall be the lesser of \$50 or 10 percent of the pro rata refund.
- U. Oklahoma:** Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This Agreement is provided by Siskin Enterprises, Inc., P.O. Box 58 Salt Lake City, Utah 84110, license number #44201653. In the event You cancel this Agreement, the return shall be based upon ninety (90) percent of the unearned pro rata provider fee less any claims paid. If We cancel this Agreement, Your refund will be based on one hundred (100) percent of the unearned pro rata provider fee, less claims paid.
- V. Oregon:** The arbitration provision listed in Section VIII is revised to state that it is not mandatory and may be entered into by mutual agreement of You and Us at the time a dispute arises. This Service Contract is transferrable.
- W. South Carolina:** South Carolina residents only - In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract. This Contract is transferrable.
- X. Texas:** Section VI, B. is replaced with the following language: "B. If You cancel this Service Contract by the 30th day of receipt if delivered in person, or 30th day after mailing if delivered via mail, and no claim has been made, the contract is voided and the Obligor will provide a full refund or credit to your account. If a claim has been paid or made during the full refund period, You will receive a full refund, less any claims paid and with no cancellation fee applied." Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be address to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 512-463-6599 or 800-803-9202. You may request reimbursement directly from Wesco Insurance Company if a refund or credit is not paid before the 46th day after the date on which the Service Contract is returned to the Obligor. Obligor's Texas Service Contract Provider's license number is #703.
- No pre-existing conditions are covered under this contract.**
- Y. Utah:** We may only cancel this Agreement for nonpayment, material misrepresentation, substantial breach of duty, or a substantial change in the risk. Cancellation of Your Agreement will be effective no sooner than 30 days after delivery or first class mailing of written notice to you, except if for nonpayment. If cancellation is for nonpayment, the effective date of termination will be no sooner than 10 days after delivery or first class mailing of written notice. If this Agreement has been in effect for less than 60 days when the written notice of cancellation is mailed or delivered, cancellation will be effective 10 days after notice has been mailed or delivered. Section VIII is replaced in its entirety with the following: Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available on request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Us. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Agreement in a small claims court having proper jurisdiction. Section VII is revised to state that if We fail to pay or provide service on any claim within 60 days after proof of loss has been filed, You may make a claim directly against the insurer. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This contract is subject to limited regulation by the Utah insurance Department. To file a complaint, contact the Utah Insurance Department. This contract is transferrable. For purposes of this Contract, an emergency repair is any repair performed outside normal business hours. If You are in need of a repair outside of normal business hours, you may follow the procedure for Emergency Repairs.
- Z. Vermont:** Section VIII is replaced in its entirety with the following: Arbitration is not mandatory for disputes under this Service Contract but may be chosen voluntarily by the parties to this Service Contract.
- AA. Virginia:** If any promise in the contract has been denied or has not been honored within sixty (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.
- AB. Wisconsin:** **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Cancellation is amended as follows: We may only cancel this Agreement for nonpayment of the provider fee, material misrepresentation by You, or a substantial breach in duties by You. If this Agreement is cancelled by Us for a reason other than nonpayment, You are entitled to a refund of 100 percent of the unearned pro-rata provider fee, less any claims paid. In the event of a total loss of property covered by this Agreement that is not covered by a replacement pursuant to the terms of this Agreement, You are entitled to cancel this Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid. The cancellation fee in section VI.C shall be the lesser of \$50 or 10 percent of the provider fee. Roadside Assistance, Home Lockout, Key Replacement, and Rental Assistance benefits under this Service Contract are provided by SafeRide Motor Club, Inc. The ability to file a claim directly with the insurer as outlined in Section VII also applies in the event that We become insolvent or otherwise financially impaired. Section VIII is entirely deleted.
- AC. Wyoming:** Section VIII is replaced in its entirety with the following: At the time of any disagreement between the Customer and the Service Contract Provider, in a separate written agreement, the parties may voluntarily agree to submit their matters of difference to arbitration in accordance with the Wyoming Uniform Arbitration Act, and that the results of arbitration are binding on the parties without the right of appeal.