

TIRE & WHEEL PROTECTION  
SERVICE CONTRACT AND REGISTRATION APPLICATION

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 OPTIONS AND TERM

☒ Tire and Wheel Protection

☐ Optional Cosmetic Alloy Wheel Protection

COVERAGE TERM

Please fill in Term below (1 - 7 years)

\_\_\_\_\_ Year(s)

PURCHASE PRICE \$ \_\_\_\_\_

IF TERM IS NOT INDICATED, MAXIMUM TERM WILL APPLY UNLESS COVERAGE IS DECLINED AS SHOWN BELOW.

THE PURCHASE OF THE TIRE & WHEEL 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 TIRE & WHEEL PROTECTION

☐

I do not choose to register my vehicle under the Tire & Wheel Plus Protection Service Contract. By not purchasing the Tire & Wheel 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

\*For Emergency Roadside Assistance Call: (888) 664-4561

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

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TIRE & WHEEL PROTECTION

I. DEFINITIONS

- A. "Covered Vehicle" means the Vehicle shown on the front side of this Service Contract covered by this Service Contract.
- B. "Covered Tire or Wheel" means the original equipment or like replacement tires and wheels, or aftermarket wheels, if they meet the Covered Vehicle's manufacturer's size specifications.
- C. "Date of Sale" means the date in which Vehicle Owner purchases this Service Contract and the effective date of the Service Contract.
- D. "Eligible Wheels for Cosmetic Rim Protection" are all alloy OEM, alloy non-OEM, or aftermarket alloy wheels on the vehicle at the time of loss.
- E. "Excluded Vehicles" are Austin Healey, Aston Martin, Bentley, Bugatti, Checker, Citroen, Daihatsu, Ferrari, Fisker, International, Lamborghini, Lotus, Maserati, Maybach, McLaren, MG, Panoz, Peugeot, Rolls Royce, Saleen, Shelby, Tesla, Triumph, and TVR.
- F. "Expiration Date" means the date that coverage terminates, which is the Date of Sale plus the number of Coverage Term year(s) selected on the front side of this Service Contract.
- G. "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.
- H. "Permitted Commercial Purpose" means the Covered Vehicle may be used for commercial purposes generally categorized as "professional" including, but not limited to, vehicle used by an individual driver for sales/services (e.g. real estate, cleaning services, home health/aide care services) or light duty contracting (e.g. electrician, carpenter and plumber).
- I. "Prohibited Commercial Purpose" means the Covered Vehicle is used for commercial purposes other than a Permitted Commercial Purpose. Prohibited Commercial Purposes include, but are not limited to, hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or the Covered Vehicle is registered, purchased or leased in a company's name and may be used by multiple drivers.
- K. "Provider/Obligor, We, Us, and Our" means Siskin Enterprises, Inc.
- L. "Road Hazard" means a condition that may cause damage to a tire or 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.
- M. "Selling Store" means the store from which the Vehicle Owner purchased this Service Contract.
- N. "Service Contract" means this Tire & Wheel Protection Service Contract.
- O. "Structural Damage" means damage caused by a Road Hazard that affects the performance of the tires/wheels as a result of the tire failing to hold air or the wheel failing to seal with the tire preventing it from maintaining the manufacturer's air pressure specifications.
- P. "Vehicle Owner," "You" and its possessive, "Your" means the purchaser shown on the front side of this Service Contract.
- Q. "Wheel Cover" means a removable decorative plastic or metal disk that covers at least the central portion of the wheel, called the hub.

II. COVERAGE

- A. **TIRE & WHEEL PROTECTION:**
  - 1. This Service Contract provides for the repairs or, if not repairable, the replacement of the tires and/or wheels of the Covered Vehicle that has experienced Structural Damage due to contact with a Road Hazard. Replacements will be done with like kind and quality tires and/or wheels, or aftermarket wheels if they meet the Covered Vehicle manufacturer's size specification.  
NOTE: Aftermarket wheels are generally discontinued after a certain time period and it may not be possible for the repair facility to locate an exact matching replacement wheel. It is the responsibility of the repair facility or You to locate a replacement. If a matching replacement cannot be found, a cash settlement will be made to You in the amount of the purchase price of the damaged wheel.
  - 2. Covered Tires damaged by contact with a Road Hazard are eligible for repair or, if not repairable, replacement for tires that have a minimum tread depth of three/thirty-seconds of an inch (3/32") at the lowest point of the tire tread at the time of damage.
  - 3. Coverage also includes mounting, balancing, valve stems, tire disposal/environmental fee and taxes.
  - 4. Tire pressure monitoring sensors on a Covered Wheel are eligible for replacement only if damaged from a Road Hazard.
  - 5. Limited Roadside Assistance is provided should You experience a Road Hazard. We will reimburse You up to \$100 per occurrence for towing or flat tire changing assistance services. You are responsible for any amounts exceeding this per occurrence limit. Flat tire changing assistance consists of removal of the flat tire and installation of Your inflated spare tire. To qualify for reimbursement, the service provided must be a covered benefit under the terms and conditions described in this Service Contract.
  - 6. If We require an inspection of the Covered Vehicle or the covered repair requires the shipment of the damaged Covered Tire or Wheel, rental car expenses are reimbursable under this Service Contract up to \$35 per day, for a maximum of 2 days. Prior authorization for reimbursement of rental car expenses is required. See the "Claims Procedures" in Section V for instructions to receive prior authorization.
- B. **COSMETIC ALLOY WHEEL PROTECTION:**
  - 1. This Service Contract provides for the repair of the cosmetic damage to alloy wheel limited to factory wheel machined, brushed or painted surfaces including, but not limited to, scrapes and minor scratches caused by Road Hazards, or by contact with medians, curbs, parking stops or other hazards or conditions in the roadway.
  - 2. Coverage includes the cost of repairing the alloy wheel; chrome wheels are not covered.
  - 3. Coverage includes replacement of Wheel Covers if damaged by a Road Hazard causing scrapes, scratches or nicks to the Wheel Cover.
- C. **EMERGENCY ROADSIDE ASSISTANCE:**
  - 1. For emergency Roadside Assistance in the U.S. and Canada, call 1-888-664-4561, 24-hours a day, 365 days a year; up to a maximum benefit of \$100 per incident, at a maximum of three (3) uses per year.
  - 2. Roadside Assistance provides services for towing, jump starts, tire changes (with your inflated spare), vehicle fluid delivery (cost of fluids extra), Lock-out Assistance (cost of key cutting/replacement extra).
  - 3. Service fees exceeding this maximum benefit are Your responsibility.
  - 4. Only service requests provided through the phone numbers above will be honored.

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, until the Expiration Date. Claims filed after the Expiration Date will be denied.
  - 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. **TIRE & WHEEL PROTECTION:**
  - 1. Damage or wear to tires caused by modifications or repairs/installation to Covered Vehicle that do not comply with the Covered Vehicle manufacturer's specifications are not covered.
  - 2. Scheduled maintenance such as tire rotation, balancing, alignments or mechanical adjustments to the Covered Vehicle are not covered.

3. You are responsible for maintaining proper tire inflation at all times per the specifications or guidelines of the Covered Vehicle or the tire manufacturer, as well as perform all alignments, tire rotation, and balancing according to manufacturer's required maintenance. You must replace any tire when tread depth is 2/32" of an inch or lower. Failure to meet these requirements may make Your claim invalid and not eligible for payment under this Service Contract.
- D. COSMETIC ALLOY WHEEL 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. GENERAL EXCLUSIONS:**
1. Damage occurring outside of the United States or Canada.
  2. Vehicles involved in an accident, vandalism, acts of God, floods, fires, manufacturer defects, and peeling paint.
  3. Pre-existing conditions.
  4. Damage to the vehicle's chrome, glass, plastic, or other non-metal or other unpainted areas.
  5. Damage to vehicles used for Prohibited Commercial Purposes.
  6. Any consequential or incidental damages.
- B. TIRE & WHEEL PROTECTION:**
1. Tires and wheels where the tires have less than 3/32" tread depth at the lowest point on the tire tread at the time of damage.
  2. Re-treaded, re-grooved, re-capped, or remolded tires.
  3. Wheel locks and/or any inconvenience or expense caused by wheel locks.
  4. Tires and wheels that do not meet factory specifications.
  5. Aftermarket tires, wheels, and wheel covers that do not meet the Covered Vehicle manufacturer's size specifications.
  6. Racing tires.
  7. Any repair or replacement of any covered component or part which has not been damaged due to contact with a Road Hazard as defined in this Service Contract, but which the repair facility or manufacturer recommends or requires to be repaired or replaced such as, but not limited to, matching sets of tires or wheels.
  8. Manufacturer's defects.
  9. Damage resulting from abnormal wear, dry rot, cracking or peeling.
  10. Any Covered Tire or Wheel damage covered by the Vehicle Owner's primary insurance provider, a manufacturer's warranty, or recall.
  11. Covered Tire or Wheel transferred from Your Covered Vehicle to another motor vehicle.
  12. Covered Tire or Wheel that is damaged, dented or bent from contact resulting from suspension, body, or frame damage.
- C. COSMETIC ALLOY WHEEL PROTECTION:**
1. Abnormal wear caused by misalignment or suspension problems and driving on unpaved roads.
  2. Dented and bent wheels including damage done by contact that cause suspension, body or frame damage.
  3. Chrome wheels.

## V. CLAIM PROCEDURES

- A. TIRE & WHEEL / COSMETIC ALLOY WHEEL PROTECTION:**
1. Complete and submit a claim form through Obligor's website, [www.siskinent.com](http://www.siskinent.com), or contact Obligor at 800-453-8470 for instruction on filing a claim.
  2. You must contact the Obligor for authorization prior to initiating any Covered Tire or Wheel repair or replacement.
  3. Obligor reserves the right to inspect or require photographs of any Covered Tire or Wheel damage prior to claim authorization. In the event the damaged Covered Tire or Wheel is not available for inspection, You will not have made a valid claim and We are NOT required to pay the claim under this Service Contract.
  4. You must submit to Obligor the signed repair or replacement invoice and other documentation We require. Documentation may be faxed to 801-974-5559, emailed to [customerservice@permaplate.com](mailto:customerservice@permaplate.com) or mailed to P.O. Box 58, Salt Lake City, UT 84110.
  5. You must pay for repair or replacement and obtain reimbursement from Us if the servicing facility will not accept payment directly from Us.
  6. We grant pre-authorization based on the information provided to Us. If any documentation submitted does not substantiate the information provided during the authorization call, Your claim may be denied.
  7. The first amount We authorize is the maximum amount that will be paid for repairs or replacement covered under this Service Contract unless We specifically approve additional amounts. Any additional amounts must receive prior authorization from Us. We must receive all claim documentation within ninety (90) days of repair/replacement for a claim to be valid and eligible for payment.
- B. AFTER-HOURS CLAIM PROCEDURES:**
1. In the event a Covered Tire or Wheel is damaged by contact with a Road Hazard, requiring repairs outside Our normal business hours, You may elect to wait for authorization or proceed with a Covered Tire or Wheel repair or replacement, but all other terms and conditions of this Service Contract apply. In order to be eligible for reimbursement,
    - a. If replaced, the damaged Covered Tire or Wheel must be retained, or
    - b. If the Covered Wheel is repairable, You must have the repair facility provide You with the bare rim run-out measurements/readings and take clear pictures of the damage before the Covered Wheel is repaired, and
    - c. If a covered Tire or Wheel is repaired or replaced outside Our normal business hours, You must contact Us within two (2) business days. **You will be responsible for repair/replacement costs if it is determined that the repair/replacement is not eligible for coverage under this Service Contract. We must receive all claim documentation within ninety (90) days of repair/replacement for a claim to be valid and eligible for payment.**
- C. TIRE & WHEEL LIMITED ROADSIDE ASSISTANCE PROCEDURES:**
1. Call 1-888-664-4561 (toll-free) for prior authorization (by dealer or customer) and to initiate a towing or flat tire repair roadside assistance.

## VI. CANCELLATIONS

- 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. This right to void the Service Contract is applicable only to the original holder and is not transferrable to subsequent holders of the Service Contract.
- C.** 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 any claims paid, and less a \$50 cancellation fee.
- D.** 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.
- E.** 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.
- F.** A monthly penalty of ten percent shall be added to any refund owed that is not paid with 45 days of cancellation.

## 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. This contract does not provide paintless dent repair for damage caused hail or other weather-related causes.
- 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 will be the lesser of \$50 or 10% of the gross amount paid by the contract holder.
- D. 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 refund of the purchase price, 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 months 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 0M08015.
- 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 not transferrable. This Contract does not provide for replacement of body panels.**
- E. 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 not 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.
- F. 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, and a cancellation fee not to exceed 5% of the gross purchase price. 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. If We cancel the Service Contract after the first sixty (60) days, We will refund 90% of the unearned pro rata premium, less any claims paid.
- G. 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.
- H. Idaho:** Coverage afforded under this motor vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.
- I. 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.
- J. Louisiana:** At no time will any claims paid be deducted from Your refund. Section VIII regarding arbitration is deleted in its entirety.
- K. 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.
- L. Mississippi:** Section VI Cancellations is amended as follows: C. 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 refund of 100% of the unearned pro-rata purchase price based on the number of days remaining on the Service Contract term, less any claims paid, and a cancellation fee of the lesser of \$50 or 10% of the purchase price. D. 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. E. 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 at least 30 days before cancellation, ten (10) days of cancelled for nonpayment. The cancellation notice will state the effective date and reason for cancellation. Section VIII regarding arbitration is deleted in its entirety. Roadside Assistance, Home Lockout, and Rental Assistance benefits under this Contract are provided by SafeRide Motor Club, Inc.
- M. 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 right to void the Service Contract is applicable only to the original holder and is not



transferrable to subsequent holders of the Service Contract. 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.

**N. Nebraska:** Section VIII is deleted in its entirety.

**O. 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.D 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 not 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.

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.

**P. 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.

**Q. New Mexico:** Final contract price to be determined prior to presentation to consumer for signature.

**R. New York: The Roadside Assistance benefit as mentioned in section II.C is not available in 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.

**S. 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.

**T. 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.

**U. 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 not transferrable.

**V. South Carolina:** This Contract is not transferrable.

**W. Texas:** 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.

**X. 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. Roadside Assistance benefits are conducted by SafeRide Motor Club, Inc., 5001 Spring Valley Road, Suite 350W, Dallas, TX 75244, (972) 455-2031. With respect to key replacement services, the word "destroyed" is replaced with "inoperable" throughout. This contract is not 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.

**Y. 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.

**Z. Virginia:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to file a complaint.

**AA. Washington:** This Service Contract is covered under reimbursement insurance policy number WIC-SIS-SCRI-WA-111114, issued by Wesco Insurance Company. Any civil action brought in connection with this Agreement will be brought in the courts of Washington. The cancellation fee in section VI.C is amended to be \$25. We shall not deny any claim for coverage based on Your failure to properly maintain the vehicle, unless the failure to maintain involves the failed part(s). We only have sixty (60) days from the date of sale to You to determine whether or not Your vehicle qualifies under our program. After 60 days, We are fully obligated under the terms and we may not cancel this Agreement. Any arbitration proceedings held under this Service Contract will be held in close proximity to Your permanent residence. \_\_\_\_\_ By initialing here, You acknowledge that You have read and understand the terms of this Service Contract, specifically: (1) Your duties under this Service Contract as outlined in section III. B; (2) the work and parts covered by this Service Contract as outlined in section II; (3) the time limitations of the Service Contract identified in "Coverage Term," on the front page of this Service Contract; (4) that the implied warranty of merchantability on the vehicle is not waived if this Service Contract was purchased within 90 days of the Purchase Date of the vehicle and the seller of the Service Contract is also the seller of the vehicle covered by this Service Contract; (5) the exclusions under this Service Contract outlined in section IV; and (6) Your right to return or cancel this Service Contract as outlined in section VI.

**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: The Roadside Assistance benefit as mentioned in section II.C is not available in 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.