

Tire & Wheel Road Hazard Protection
with Optional Cosmetic Wheel & Curb Impact Repair/Replacement

Customer Name	Date Effective	Retail Cost	<input type="checkbox"/> Financed
			<input type="checkbox"/> Paid Separately
Address			
City/State/Zip			
Dealer Information		Producer Code #	
Vehicle Type: <input type="checkbox"/> Automobile <input type="checkbox"/> Motorcycle <input type="checkbox"/> Trailer <input type="checkbox"/> Motorhome			
Year, Make, Model, Vehicle Identification Number			
Leinholder Information			

TERM: Please Note: Maximum available term is 84 months
 36 mths 60 mths _____mths

This contract provides Tire & Wheel benefits described in the section entitled TIRE & WHEEL ROAD HAZARD PROTECTION. If you wish to purchase one of the Optional Enhanced Benefits, please check the appropriate box below.

OPTIONAL ENHANCED BENEFITS

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR: By checking this box and paying the additional retail cost, We will provide coverage a follows: This benefit provides for the repair or replacement of the Vehicle's tires and/or wheels which, during the term of this agreement, become **Unserviceable** due to impact with a covered **Road Hazard**, or by contact with medians, curbs, parking stops, or other hazards or conditions in or on the roadway. Additionally, We will provide coverage for the repair of **Cosmetic Damage** to covered wheels. Tire and/or wheels will only be replaced under this section if they cannot be repaired. In CONDITIONS NOT COVERED, item "m" is hereby deleted for purposes of this section.
IMPORTANT NOTE: There is no coverage under this section for any damage to chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels. *If you have such wheels on your vehicle and wish to purchase this coverage, you must select the **OPTIONAL CHROME OR MACHINED WHEEL COVERAGE** benefit below and pay the additional retail cost.*

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR WITH CHROME/MACHINED WHEEL COVERAGE: By checking this box and paying the additional retail cost, we will provide coverage under **OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR** for chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels. All other terms and conditions apply.

By **Your** signature below, **You** acknowledge and agree that **Your** acceptance of this Agreement is voluntary and is NOT a condition precedent to, or a consideration required to obtain financing for a motor vehicle. It is understood by the undersigned that coverage afforded under this contract applies only to any tire or wheel that was on the described **Vehicle** and that the terms, conditions, procedures and limitations have been explained to me and/or are fully understood. **Fraudulent claims will be prosecuted to the fullest extent of the law. THIS CONTRACT MAY ONLY BE PURCHASED AT THE TIME OF VEHICLE PURCHASE.**

Signature (s): _____ Date _____ Customer Initials: _____

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. Tire and/or wheel damage that is cosmetic in nature and does not render the tire and/or wheel **Unserviceable** is specifically excluded UNLESS **You** have elected to purchase Optional Enhanced Benefits.

- **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.

AGREEMENT HOLDER RESPONSIBILITIES

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 demand replacement for the safety of the Vehicle's occupants.

WA Only, Customer Initials: _____

EMERGENCY TRAVEL EXPENSE

In the event that **Your Vehicle** is disabled due to a covered **Road Hazard**, **We** will reimburse **You** for emergency living expenses for up to three (3) days for costs that **You** incur for local lodging and meals. Maximum coverage is fifty dollars (\$50) per day inclusive while **Your Vehicle** is being repaired provided that the disablement and repairs occur at least two hundred fifty (250) miles from **Your** primary residence.

WA Only, 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, 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.niuf.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.**

WA Only, Customer Initials: _____

OPTIONAL CURB IMPACT REPAIR/REPLACEMENT AND COSMETIC WHEEL REPAIR

This benefit is only available to **You** if **You** have checked one of the boxes for **Optional Enhanced Benefits** and paid the additional retail cost. **We** will 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 damage to chrome wheels, wheels with chrome simulation or inserts (i.e. Clad), or machined wheels is excluded, unless **You** have elected to purchase the **Optional Chrome or Machined Wheel Enhanced Benefit**.

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.

WA Only, Customer Initials: _____

RENTAL REIMBURSEMENT

This benefit is only available to You if You have elected to purchase the Optional Enhanced Benefits and paid the additional retail cost. 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 receipted 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) per day for up to a maximum of three (3) days. Maximum Aggregate is one hundred fifty dollars (\$150) during the term of this Agreement.

Claims Procedures: Please refer to the section entitled, "CLAIMS PROCEDURES."

WA Only, Customer Initials: _____

TOWING AND ROADSIDE ASSISTANCE

When arranging for Roadside Assistance, please call 1-866-330-0760. Please reference **Your** Producer Code and Contract Number (located in the registration section of this Agreement) and **Your** Plan Letter, "U" **You** will not be required to pay any additional fee or sum in addition to the contract fee when **Your** service is for a tow, up to twenty five (25) miles, or other covered service listed below. **You** are entitled to one (1) free service within a seventy two (72) hour period. Covered services not obtained through **Us** are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to twenty five (25) miles at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Emergency Road Service** - Any available road service that is needed to get **Your Vehicle** running (i.e. hose replacement, tightening of cables or belts etc.). **You** are responsible for the actual cost of parts and/or supplies needed.
- **Essential Fluids or Supplies Delivery** - Including gasoline, water, oil, or any supplies necessary to send **Your Vehicle** on its way. **You** are responsible for the actual cost of fluid or supplies delivered.
- **Flat Tire Changes or Repairs** - Includes changing a flat tire with **Your** good spare.
- **Emergency Battery Service** - Includes tightening or cleaning of cables, jumpstarts, and minor adjustments to alternator.
- **Lockout Services** - We will send a locksmith if **You** are accidentally locked out of **Your Vehicle**. Access to passenger compartment only.

WA Only, Customer Initials: _____

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.
- **Selling Dealer** means the 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. In the event the **Vehicle** is a trailer, the definition of **Vehicle** will be expanded to include the tow vehicle when the tow vehicle is attached and being used to tow the listed trailer.
- **Commercial Vehicles** are defined as a vehicle in excess of 10,000 lbs or any vehicle used in any manner for any commercial purpose. 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.
- **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, and will not exceed one hundred fifty dollars (\$150).
- **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.**

WA Only, Customer Initials: _____

CONDITIONS NOT COVERED

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**, 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 repair or 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 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; (m) Any tire and/or wheel repair or replacement resulting from collision with a curb, median or other fixed object on or in the roadway; (n) Any Cosmetic Damage to tires regardless of cause of damage; (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; (r) **Any pre-existing conditions or damage.**

WA Only, Customer Initials: _____

CANCELLATION

If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** 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, **You** must contact the **Selling Dealer** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** 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.

WA Only, Customer Initials: _____

ARBITRATION

In the event that **You** and the Administrator fail to agree to the amount of a covered service, 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.

WA Only, 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 FLORIDA

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

OBLIGOR - IN OKLAHOMA

Nation Motor Club, LLC. • 800 Yamato Road, Suite 100 • Boca Raton, FL 33431 • 1-888-684-9327 • License # 862215

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

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

OBLIGOR - IN MASSACHUSETTS

The Selling Dealership listed in the registration section of this Agreement

ADMINISTRATOR

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

STATE PROVISIONS

If a covered service is not provided to **You** 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 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 **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** 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. 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, **You** must contact the **Selling Dealer** or the Administrator. The Administrator of this Agreement shall mail a written notice to **You** at the last known address in their records at least five (5) days prior to cancellation by the Administrator. Prior notice is not required if the reason for cancellation is nonpayment of the contract charge or a material misrepresentation by **You** to the Administrator relating to the covered property or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

ALASKA

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, and a claim has not been made, **You** will receive a refund of the full purchase price. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the provider fee paid by the **Agreement Holder** for each thirty (30) day period that

the refund remains unpaid. If **You** cancel this Agreement within thirty (30) days from the Effective Date and a claim has been made, or if **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded the prorated amount of the unearned provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the unearned provider fee paid by the **Agreement Holder** for each thirty (30) day period that the refund remains unpaid. The Administrator may only cancel the Agreement for: 1) fraud, material misrepresentation; 2) failure to pay the contract charge; 3) discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by the Agreement; 4) physical changes in the **Vehicle** covered by the agreement that result in the **Vehicle** becoming ineligible for coverage under this Agreement; and 5) a substantial breach of duties by **You** related to the **Vehicle**. If the Administrator cancels this Agreement, they will mail written notice of cancellation to **You** at the last known address in their records. Notice will be mailed before the fifth (5th) 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** at the time of Agreement purchase or in pursuing a claim under the Agreement; and 2) failure by **You** to pay an amount when due. If the Administrator cancels this Agreement, **You** will be refunded the prorated amount of the unearned provider fee, less the amount of any claims paid or payable. If the Administrator does not pay or credit a refund owed within forty five (45) days, they will pay a penalty of ten percent (10%) of the unearned provider fee paid by the **Agreement Holder** for each thirty (30) day period that the refund remains unpaid.

If a covered service is not provided to **You** by the provider no later than the thirtieth (30th) 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 at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

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 cover pre-existing conditions.

The Arbitration section of this Agreement is not applicable.

ARIZONA

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 **Selling Dealer** or the Administrator. If this Agreement is cancelled within sixty (60) days from the Effective Date, **You** will be refunded one hundred percent (100%) of the premium paid. If this Agreement is cancelled after the first sixty (60) days, **You** 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 **You**. If cancelled by the Administrator, they shall provide **You** notice of cancellation by certified mail. The Administrator will refund **You** 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.

The Arbitration section of this Agreement is replaced in its entirety by the following: In the event that **You** and the Administrator fail to agree to the amount of a covered service, 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. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, **You** may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ85018-7256, Attn: Consumer Protection. **You** may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.O.I., toll free phone number 800-325-2548.

This contract cannot be cancelled or voided by Us or Our representatives for pre-existing conditions.

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 amount of the refund will be prorated based on the number of days remaining on the contract term. If the 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. 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. The Administrator may at any time cancel the Agreement for nonpayment by **You**. If cancelled due to nonpayment a notice of cancellation will be mailed to **You** at the last known address. The Agreement will cease to be valid no less than five (5) days after the postmark date of the cancellation notice and any refund due will be paid within thirty (30) days of the date of cancellation. The notice of cancellation will state the specific grounds for the cancellation. The Administrator may also cancel this Agreement at any time for material misrepresentation or fraud by **You**. The notice of cancellation will state the specific nature of the misrepresentation and will be mailed to **You** at the last known address. A pro rata refund of the purchase price stated on the contract will be paid within thirty (30) days of the date of cancellation. If the Administrator cancels the Agreement for nonpayment, material misrepresentation or fraud and a claim has been paid, or if the Administrator has advised **You** in writing that a claim will be paid, the Administrator will provide a prorata refund, less the amount of any claims paid prior to cancellation.

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 after **Your** request. 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 or access the department's Internet Web site (www.insurance.ca.gov).
The Arbitration section of this Agreement is not applicable.

COLORADO

If a covered service is not provided to **You** 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 at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048; Policy # WIC- NSD-VSC-062513.

CONNECTICUT

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 **Selling Dealer** or the Administrator only in the event that the product 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.

Obligations of the provider 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. If a covered service is not provided to **You** 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 Wesco Insurance Company by calling 866-505-4048, Monday through Friday from 8:30 a.m. – 5 p.m. eastern standard time. **You** may also submit **Your** request for reimbursement by writing to Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038.

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 of this Agreement 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.

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. 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.

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 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 **Selling Dealer** 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 full refund of the full purchase price. 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. 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. If this Agreement is cancelled by the Administrator, the amount of the refund will be prorated based on the lesser of days or miles remaining on the contract term. 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. **Whether this Agreement is cancelled by You or the Administrator, the amount of claims incurred or paid will not be deducted from any returned premiums.**

The Arbitration section of this Agreement is not applicable.

HAWAII

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** 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. 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 **Selling Dealer** or the Administrator. The Administrator may cancel this service contract by mailing written notice of cancellation to **You** at the last known address in their records at least five (5) days prior to 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 **You** to the Administrator or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

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.

IDAHO

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 a cancellation fee of fifty dollars (\$50). If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, the **Agreement Holder** will be refunded on a prorated basis, based on the number of days remaining on the contract term, less a cancellation fee of fifty dollars (\$50). To initiate the cancellation process, the **Agreement Holder** must contact the **Selling Dealer** or the Administrator.

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

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 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 **Selling Dealer** 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 **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less the amount of any claims paid or payable from the **Selling Dealer**. If **You** cancel this Agreement after the first thirty (30) days, **You** 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 from the **Selling Dealer**. If the **Agreement Holder** cancels the Agreement, the Administrator shall mail a written notice of termination to the **Agreement Holder** within fifteen (15) days of the date of termination. In addition, a ten percent (10%) penalty per month will be applied to any refund not paid or credited within thirty (30) 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 **Selling Dealer** or the Administrator.

Commissioner of Insurance, Iowa Department of Insurance, 601 Locust Street, 4th Floor, Des Moines, IA 50309.

KANSAS

In the section titled EXCLUSIONS, bullet point (h) is deleted and replaced with: **(h) Any consequential loss or damage caused by the failure of service, repair, replacement or maintenance rendered under this Agreement;**

The Arbitration section of this Agreement is not applicable.

LOUISIANA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is canceled by **You** within thirty (30) days from the Effective Date, **You** will receive a refund of the full purchase price, less a cancellation fee of fifty dollars (\$50). If this Agreement is canceled by **You** after the first thirty (30) days from the Effective Date, **You** will be refunded on a prorated basis, less a cancellation fee of fifty dollars (\$50). The refund will be payable to **You** or the Lienholder, where applicable. To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. The Agreement may be canceled by the Administrator at any time. If the Administrator initiates the cancellation, **You** will received a refund of the full purchase price. The Lienholder will be named on the check when financing had been provided for the purchase price.

MAINE

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded 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 fifteenth (15th) 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 **You** to the Administrator or a substantial breach of duties by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, no cancellation fee will apply.

MARYLAND

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less 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, **You** must contact the **Selling Dealer** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** 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. 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.

MASSACHUSETTS

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less a cancellation fee of twenty five dollars (\$25) and less 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, **You** must contact the **Selling Dealer** or the Administrator. 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 fifth (5th) 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 provider, material misrepresentation or a substantial breach of duties by **You** relating to the covered product or its use. 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 Arbitration section of this Agreement is not applicable.

MINNESOTA

The Cancellation section of this Agreement is replaced in its entirety by the following: If the Agreement is canceled within thirty (30) 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 the Agreement is canceled 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 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 of cancellation will be mailed before the fifteenth (15th) day preceding the effective date of the cancellation and will state the effective date of cancellation and the reason for cancellation. The Administrator will provide five (5) days notice before the cancellation of this Agreement in event of 1) nonpayment of the premium by **You**; 2) material misrepresentation by the **Agreement Holder** to the Administrator; or 3) a substantial breach of duties by the **Agreement Holder** relating to the covered product or its use. The notice will state the effective date of cancellation and the reason for cancellation.

MISSISSIPPI

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the thirty (30) days, **You** 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, **You** must contract the **Selling Dealer** or the Administrator. The Agreement may be cancelled by the Administrator at any time. If the Administrator initiates the cancellation, **You** 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. The Administrator will mail written notice of the 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 if the cancellation is due to failure by **You** to pay an amount when due. Notice will be mailed before the thirtieth (30th) day preceding the cancellation if the cancellation is due to 1) fraud or material misrepresentation by **You**; or 2) an 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. The cancellation notice will state the effective date and reason for cancellation. In the event of dispute with the **Selling Dealer** 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, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) days from the Effective Date, the **Selling Dealer** will refund to or credit the account of the **Agreement Holder** 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 **Selling Dealer** will refund to or credit the account of the **Agreement Holder** one hundred percent of the unearned pro rata provider fee 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.

MONTANA

The Cancellation section of this Agreement is replaced in its entirety by the following: To initiate the cancellation process, **You** must contact the **Selling Dealer** or the Administrator. If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis less a twenty five dollar (\$25) cancellation fee and less the amount of any claims paid or payable. 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 fifth (5th) 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 provide prior to notice of cancellation if the Agreement is cancelled because of: 1) nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the provider or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, the amount of the refund will be prorated based on the number of days remaining on the contract term less the amount of any claims paid or payable.

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.

NEBRASKA

The Arbitration section of this Agreement is not applicable.

NEVADA

In the section titled CONDITIONS NOT COVERED, item “e” is deleted.

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 **Selling Dealer** 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 prorated 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.**

Duplicate payments will not be made for expenses and benefits paid or covered under any other contract, warranty, or insurance policy until the limits of that coverage have been reached. Furthermore, this service contract will cover any other components of the product which are specifically identified as covered throughout this agreement, but which are not covered by any other contract, warranty, or insurance policy. 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

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.

Arbitration shall only be required upon mutual agreement by the Administrator and **You** to submit any controversy or claim arising out of or relating to this Contract, 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. Please Note: Arbitration is subject to RSA 542.

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 **Selling Dealer** or the Administrator. If this Agreement is cancelled by the **Agreement Holder** within thirty (30) days from the date of purchase, the **Agreement Holder** will receive a refund of the full purchase price. If the **Agreement Holder** cancels this Agreement after the first thirty (30) days, or if a claim was made during this time period, the **Agreement Holder** will be refunded 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) a material misrepresentation or omission by **You**; or 2) failure by **You** to pay an amount when due.

This contract does not cover pre-existing conditions.

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.

NEW MEXICO

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 **Selling Dealer** 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 on a prorated basis less a twenty five dollar (\$25) cancellation fee and the amount of any claims paid or payable. If the Administrator does not refund the purchase price within sixty (60) 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. A service contract in effect for at least seventy (70) days may not be cancelled by the Administrator before the expiration of the agreed term, or one (1) year after the effective date of the service contract, whichever occurs first, except for: 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 the Agreement. 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.

This contract does not cover pre-existing conditions.

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.

NEW YORK

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 twenty five dollar (\$25) cancellation fee and less 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 thirty (30) 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 **Selling Dealer** or the Administrator. The Administrator may cancel this service contract at any time 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 notice if they discover one of the following: 1) material misrepresentation by **You**; 2) failure by **You** to pay an amount when due; or 3) a substantial breach of duties by the **Agreement Holder** relating to the covered property or its use.

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 cover pre-existing conditions.

NORTH CAROLINA

The Cancellation section of this Agreement is replaced in its entirety by the following: If this Agreement is cancelled by **You** within thirty (30) 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 **You** cancel this Agreement after the first thirty (30) days, **You** will be refunded on a prorated basis, less 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, **You** must contact the **Selling Dealer** or the Administrator. This Agreement 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 the premium by **You**. If this Agreement is cancelled by the Administrator, 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.

OHIO

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

In the event of cancellation of the provider's reimbursement insurance policy, insurance coverage will continue for all **Agreement Holders** whose motor vehicle ancillary product protection contracts were issued by the provider and reported to the insurer for coverage during the term of the reimbursement insurance policy.

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 **Selling Dealer** 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. 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.

If a covered service is not provided to **You** by the Administrator no later than the thirtieth (30th) 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.

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

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 **Selling Dealer** or the Administrator. The Lienholder will be named on the check when financing had been provided for the purchase price. 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) nonpayment of the provider fee; 2) a material misrepresentation by **You** to the provider; or 3) a substantial breach of duties by **You** relating to the covered product or its use. In the event of dispute with the **Selling Dealer** 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 **Selling Dealer** 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 the full purchase price of the contract 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 fifth (5th) 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 provide prior to notice of cancellation if the Agreement is cancelled because of: 1) nonpayment of the consideration for the Agreement; 2) fraud or a material misrepresentation by **You** to the provider or the Administrator; or 3) a substantial breach of a duty by **You** relating to the covered product or its use. If the Administrator initiates the cancellation, the amount of the refund will be prorated based on the number of days remaining on the contract term less the amount of any claims paid. 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, FL 33431, Texas Service Contract Provider Administrator #183.

UTAH

The 24-HR Roadside Assistance benefit is provided by Nation Safe Drivers Services, Inc. located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431 (888) 684-9327.

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 full refund of the total Agreement purchase price 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 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 Administrator 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 complaint, 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.

The Arbitration section of this Agreement is replaced in its entirety by the following: In the event that **You** and the Administrator fail to agree to the amount of a covered loss, or whether coverage is proved under the Agreement, each party hereby agrees to submit the dispute to binding arbitration under the rules of the American Arbitration Association (AAA) (or other recognized arbitrator), a copy of which is available on request from the Administrator. 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 cost. The Arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court or proper jurisdiction.

Should the provider fail to pay or provide service on any claim within 60 days 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 at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

VERMONT

The Arbitration section of this Agreement is not applicable.

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 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 **Selling Dealer** 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 twenty first (21st) 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.

WA Only, 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 **Selling Dealer** or the Administrator. If the Agreement is cancelled within the first thirty (30) days of the Effective Date **You** will be refunded one hundred percent (100%) of the full purchase price of the Agreement. If **You** cancel this Agreement after the first thirty (30) days, the Administrator shall refund the premium for this Agreement on a prorated 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 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 Selling Dealer 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 of 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.