



# [Road Hazard Tire Protection]

CONTRACT NUMBER  
[ ]

## REGISTRATION

### CONTRACT HOLDER INFORMATION

PURCHASER NAME \_\_\_\_\_ CO-PURCHASER NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_ PURCHASER E-MAIL \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_ CO-PURCHASER E-MAIL \_\_\_\_\_

### VEHICLE INFORMATION

TIRE BRAND \_\_\_\_\_ TIRE SIZE \_\_\_\_\_  
 TIRE BRAND \_\_\_\_\_ TIRE SIZE \_\_\_\_\_

### COVERAGE

Coverage under this Contract ends when the Months term selected expires as measured from the Contract Purchase Date or when the remaining tread depth is at or less than 3/32nds of an inch.

TERM OF CONTRACT \_\_\_\_\_ MONTHS CONTRACT PRICE \_\_\_\_\_

### SELLER INFORMATION

SELLER NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PHONE NUMBER \_\_\_\_\_  
 ACCOUNT NUMBER \_\_\_\_\_

### CONTRACT SIGNATURE

My signature below indicates that I have read and agreed to all the terms and conditions of this Contract.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
CONTRACT PURCHASE DATE

\_\_\_\_\_  
SELLER'S SIGNATURE

MRHTP (1217)

Administered by  
**Enterprise Financial Group, Inc. (EFG)**  
 or one of its affiliated companies (see DEFINITIONS for Your state specific Administrator)  
 P.O. Box 167667, Irving, TX, 75016, 800-527-1984, www.efgcompanies.com

[PD121517]

CUSTOMER COPY

# Road Hazard Tire Protection

---

## CONTRACT

This Contract is between the Contract Holder and the Service Contract Provider as defined under the “Definitions” section of this Contract. The Seller (Issuing Party) is not a party to this Contract and has no obligations to You in regards to the benefits provided. In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein.

This Contract will terminate when You sell Your vehicle or when this Contract is canceled as outlined in the “How This Contract May Be Canceled (Including Refunds and Charges)”. The coverage provided by this Contract cannot be renewed.

The coverage begins on the Contract Purchase Date and expires when the time limit for the Term expires as measured from the Contract Purchase Date or when the remaining tread depth is at or less than 3/32nds of an inch. Coverage under this Contract is available for qualified vehicles. Your coverage will also end when any of the following occurs:

- You sell or transfer ownership of Your vehicle.
- The Covered Tires on Your vehicle are replaced.

There is no deductible required by You.

Your benefits and Our obligation to perform under this Contract are insured by an Insurance Policy. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, or if the provider becomes insolvent or otherwise financially impaired, then You may make a direct claim against the insurer.

The insurer for Connecticut, Florida, Iowa, Minnesota, Missouri, Nebraska, New Hampshire, New York, Oklahoma, South Dakota, and Washington residents is American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. For all other states the insurer is American Security Insurance Company, PO Box 50355, Atlanta, GA 30302, 1-866-306-6694.

---

## DEFINITIONS

- **Consumer, Customer, You and Your (Contract Holder)** means the person who is listed in the “Contract Holder Information” section on the Registration page.
- **Covered Tire** means a Tire with a corresponding brand and size listed on the Registration page of this agreement
- **Covered Road Hazard** means Road Hazard damage that occurs when a Tire fails as a result of a puncture, bruise, or impact break incurred during the course of normal driving on a road maintained by state or local authority. Nails glass and potholes are the most common examples of Road Hazards.
- **Service Contract and Contract** means this Service Contract for the vehicle Tire(s) described on the Registration page.
- **Service Contract Provider, We, Us and Our (Administrator/Obligor)** means Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, [www.efgcompanies.com](http://www.efgcompanies.com), Oklahoma VSC provider license #EFG-861229.  
**For California, Louisiana, and South Carolina residents only:** We, Us and Our means EFG Agency, Inc., P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, California VSC provider license #: OD75490.  
**For Delaware and Washington residents only:** We, Us and Our means Reticulated Administrative Services, Inc. (RAS), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, who is contractually obligated to the Service Contract Holder under the terms of the Service Contract.  
**Florida residents only:** We, Us and Our means Enterprise Financial Group of Florida, Inc. (EFGF), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, Florida License #: 60102.

---

## COVERAGE

For the term of Your Contract, this coverage provides for the following Road Hazard Coverage: Tire repair or replacement when damaged by a Road Hazard. If a Tire of the registered (non-commercial) vehicle herein is damaged by a Road Hazard and has more than 3/32nds of tread depth remaining, based on the lowest spot on the Tire as determined by a state licensed repair facility, it is eligible for repair or replacement. Replacement Tires will be shipped to You or Your selected repair facility. If a replacement Tire is not readily available we will authorize the purchase of a Replacement Tire from Your selected Repair Facility. Coverage benefit is up to the price paid for Your original Tire plus any applicable tax.. All Tire replacement services must be performed by a state licensed repair facility. Repairs or replacement may be made, at OUR option, with new, remanufactured, used, or non- original manufacturer’s parts. Road Hazards includes objects and road conditions such as potholes, rocks, nails, metal parts, wood debris, plastic or composite scraps and any item causing Tire damage other than normal wear and tear or anything listed under the “EXCLUSIONS & LIMITATIONS” section. Any permanent, temporary barrier or guide that is in place to direct traffic in any direction is not considered a Road Hazard.

Roadside Assistance: In the event of Road Hazard incident covered by this Contract, We will reimburse You for receipted Roadside Assistance expenses up to seventy five dollars (\$75) per occurrence including towing to the nearest qualified repair facility. For Reimbursement mail receipt for Roadside Assistance and a copy of the Repair Order for Tire repair or replacement to: EFG Companies P.O. Box 167667, Irving, TX 75016.

# Road Hazard Tire Protection

---

## YOUR OBLIGATIONS

You must contact the Administrator at 1-800-527-1984 for instructions before ANY benefits are provided on Your vehicle. NO BENEFIT WILL BE PROVIDED WITHOUT PRIOR AUTHORIZATION. If You are unable to obtain prior authorization during normal business hours, You may leave a message with Our after-hours center and a technician will contact You the following business day. You may be required to furnish additional information.

---

### IF YOU HAVE A ROAD HAZARD EVENT YOU MUST CALL 1-800-527-1984

If You have a Road Hazard event, You must follow this procedure:

- (1) Use all reasonable means to protect Your Tire(s) from further damage. Any operation of the vehicle that results in further damage related to the original Road Hazard Event shall be considered negligence on Your part and any such further damage shall not be covered under this Contract.
- (2) Take Your vehicle to a licensed repair facility, You must contact Us within a reasonable time period at 1-800-527-1984 for instructions before ANY repairs or replacement is started on Your vehicle. (Does not apply to California residents.)
- (3) In the event that the Administrator determines the repair facility is unable to perform a proper repair, or there is a dispute between the Administrator and the repair facility, the Administrator reserves the right to move Your vehicle, at the Administrator's expense, to a repair facility of the Administrator's choice.
- (4) Prior to proceeding with Tire repairs or replacement, ensure the repair facility has been provided an authorization number for the covered repairs by the Administrator. Repairs or replacements performed without prior approval will not be honored (except for Emergency Repairs as described within).
- (5) If repairs are needed when the Administrator or Service Contract Provider is not available for prior authorization (Afterhours/Emergency Repairs), please use the following procedure: ( California residents: See the "State Requirements and Disclosures section).
- (6) Afterhours/Emergency Repairs: Refer to Your Contract to determine if the Road Hazard event is a Covered condition, and there are no listed exclusions & limitations in effect that apply. If You must obtain an afterhours repair, You must call the Administrator or Service Contract Provider for instructions within five (5) business days, during normal business hours (Monday - Friday: 7 a.m. - 7 p.m. CT, Saturday 8 a.m. - 2 p.m. CT). Save any damaged Tire that was replaced until an authorization number is given. Failure to do so may result in the denial of the claim. (California, Utah and Washington residents: See the "State Requirements and Disclosures" section for additional clarifying language).

---

### EXCLUSIONS & LIMITATIONS - WHAT THIS SERVICE CONTRACT DOES NOT COVER

- Repair or replacment of any Tire(s) used or installed on trailers, or on vehicles used for competitive driving or racing, track driving, police or emergency service, snow removal, carriage or passengers for hire, commercial towing, construction, or postal service.
- Repair or replacement of any Tire(s) used or installed on vehicles used for farm, ranch, or agriculture and vehicles that are registered to or licensed under a farm or ranch.
- Failures to Tire(s) occurring when any part of the Tire tread has a tread depth of 3/32nds of an inch or less.
- Repair and/or replacement made without prior authorization from the Administrator except in the case of qualifying emergency repairs as Defined above.
- A Road Hazard claim if the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- Any costs or expenses arising because the vehicle is not available for use.
- A Road Hazard claim caused by lack of customary or proper maintenance.
- Repair or replacement made by anyone other than a licensed Tire service provider, its agents, contractors or licensee. Liability for damage of property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to Tire damage.
- Any invoice presented for payment of services not performed as described at the time of authorization.

# Road Hazard Tire Protection

- Repair or replacement of Tire(s) that are not purchased by the (i) Contract Holder listed on this Contract, (ii) if the Tire brand and size does not match listed on the registration page of this Contract.
- Storage or freight charges.
- Repair or replacement of a Tire due to a manufacturer's recall, defect, or warranty for which the manufacturer will repair or replace the Tire at its expense or at a reduced cost.
- Cosmetic damage to any Tire. Cosmetic damage is described as damage that does not affect the structural integrity of the Tire.
- Repair or replacement of Tire pressure monitoring systems (TPMS) and or devices associated with TPMS.
- Competition Tire(s), LT Metric Tire(s), LT Flotation Tires or Trailer Tire(s).
- Any loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, or similiar occurrence.
- Any loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by state or local authority).
- Damage caused by mechanical failures,(e.g., failed shocks struts, alignment, balancing or similiar failure) or interference with vehicle components (e.g., fenders , exhaust, springs, or similar components).
- Damage to Tire(s) either in the sidewall, or tread area due to dry rot, peeling, or cracking.
- Repair or replacement of Tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
- Traffic fines, citations or penalties.
- Any Tire problems that existed prior to, or at the time of the purchase of this Contract, whether or not the failure would be otherwise covered by the Contract. (Does not apply to Arizona or Georgia residents.)
- Tire replacement costs in excess of the original purchase price of the Tire.
- Cost to mount & balance any replacement Tire(s).

The total aggregate of Our liability for all benefits paid or payable during the Term of the Contract shall not exceed the lesser of (\$500.00) Five Hundred Dollars per Tire or the replacement cost of the original purchase price of the covered Tire plus any applicable tax.

**This Contract is not transferable.**

## HOW THIS CONTRACT MAY BE CANCELED (INCLUDING REFUNDS AND CHARGES)

The cancellation refund amount will be calculated in accordance with the provisions stated in this Contract. Please review STATE REQUIREMENTS & DISCLOSURES for Your state as a cancellation addendum may be provided to alter this section. An addendum is not provided for all states.

### Cancellation By Us, Including Refunds and Charges

We reserve the right to cancel this Contract and will not pay for a Tire repair or replacement if:

- Your nonpayment of the Contract Price
- There is a material misrepresentation or fraud by You at the time of sale of this Contract.
- Your substantial breach of Your duties under this contract.

### Cancellation By You

You may cancel this Contract at any time for any reason by providing written notice of Your intention to cancel, addressed to either the Seller or Us. In order to receive a cancellation form please visit Our website at [www.efgcompanies.com/forms](http://www.efgcompanies.com/forms) or contact us at 1-800-527-1984.

### Refunds and Charge

If this Contract is canceled by You, Us, or the within the first thirty (30) days after the Contract Purchase Date and no claim has been filed against the Contract, a full refund will be issued. If this Contract is canceled by You, Us, more than thirty (30) days after the Contract Purchase Date or after a claim has been made, a prorated refund of the Contract Price will be issued based on the greater of days in force or miles driven compared to the total time and mileage of Your Contract term, less a cancellation fee of \$50 unless otherwise stated in Your State Requirements & Disclosures, below; however, no cancellation fee will be charged if this Contract was canceled by Us. No claims paid will be deducted from Your refund unless required by state law and identified in the STATE REQUIREMENTS & DISCLOSURES for Your state.

The Seller is required to facilitate any refund due. Should You have any issues with receiving a prompt refund of any amount due or any request to provide any additional verification, please contact Us to expedite and ensure a prompt refund, if due, is provided.

# Road Hazard Tire Protection

---

## OTHE IMPORTANT CONTRACT PROVISIONS

**SUBROGATION OF RIGHTS.** After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

**SEVERABILITY.** If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding on the Parties.

**GOVERNING LAW.** THE PARTIES AGREE THAT THIS CONTRACT, INCLUDING THE MEDIATION AND ARBITRATION PROVISIONS, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS. BOTH PARTIES, JOINTLY AND SEPARATELY, UNDERSTAND THAT SOME OR ALL OF THE TERMS OF THIS CONTRACT SHALL BE PERFORMED IN THE STATE OF TEXAS AND HEREBY IRREVOCABLY CONSENT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR THE PURPOSE OF GOVERNING, CONSTRUING, AND RESOLVING DISPUTES CONCERNING THIS CONTRACT. FURTHER, THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE DALLAS COUNTY, TEXAS.

---

## ARBITRATION

Please review the STATE REQUIREMENTS & DISCLOSURES for Your state as an arbitration addendum may be provided that alters this section.

**THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE AND AGREE THAT THEY MAY HAVE HAD THE RIGHT TO LITIGATE DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT BEFORE A JUDGE AND JURY BUT HAVE WAIVED ANY SUCH RIGHTS IN FAVOR OF RESOLVING SUCH DISPUTES UNDER THE MEDIATION AND ARBITRATION PROVISIONS HEREIN.**

Should any controversy or claim arising out of or relating to this Contract, or the breach thereof, the parties agree to first mediate the dispute amongst themselves in good faith prior to demanding arbitration or taking any further legal action. To initiate mediation, either party must provide notice, in writing, to the other party, of the request to mediate. The parties agree to mediate the matter amongst themselves by telephone conference within thirty (30) days of receipt of such notice.

If the dispute is not resolved by mediation, the parties agree that any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, its Expedited Procedures, and its Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that a panel of one (1) arbitrator will be selected from a field of arbitrators provided by the AAA.

The filing party (the “claimant”) must notify the other party (the “respondent”), in writing, that it wishes to arbitrate a dispute. The demand should briefly explain the dispute, list the names and addresses of the consumer and the business, specify the amount of money involved, and state what the claimant wants. The claimant must also send two copies of the demand to the AAA at the time it sends the demand to the respondent. When sending a demand to the AAA, the claimant must attach a copy of the arbitration agreement from the consumer Contract with the business. The claimant must also send the appropriate administrative fees and deposits. After the claimant pays the appropriate administrative fees and deposits associated with filing the demand, EFG shall pay the remainder of the fees and costs of the arbitration to the AAA on behalf of both parties. Nothing in this provision limits the arbitrator’s power to award the arbitration fees and costs to either party as part of the award.

**THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO HAVE A COURT ADJUDICATE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, IN SMALL CLAIMS COURT OR JUSTICE COURT, EXCEPT FOR THE SOLE PURPOSE OF CONFIRMING AND ENFORCING AN ARBITRATION AWARD OR ENFORCING THIS PROVISION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT. SHOULD EITHER PARTY BREACH THE ABOVE PROVISIONS BY FILING SUIT IN A COURT OF LAW, THAT PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND FEES INCURRED TO ENFORCE THE MEDIATION AND ARBITRATION PROVISIONS. IF ANY PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS ARE HELD ILLEGAL OR UNENFORCEABLE IN A JUDICIAL PROCEEDING, SUCH PORTION OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL BE SEVERED AND SHALL BE INOPERATIVE, AND THE REMAINDER OF THE MEDIATION AND ARBITRATION PROVISIONS SHALL REMAIN OPERATIVE AND BINDING ON THE PARTIES.**

---

## EFG COMPANIES PRIVACY POLICY

To review the General Privacy Policy of EFG Companies, please visit Our website at: <http://www.efgcompanies.com/privacy>.

# Road Hazard Tire Protection

## STATE REQUIREMENTS & DISCLOSURES

### ALABAMA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five days prior to cancellation, unless the reason for cancellation is nonpayment or a material misrepresentation. The cancellation fee is \$25. This vehicle service contract will be governed under the laws of the State of Alabama.

### ARIZONA

CANCELLATION: This Contract cannot be canceled or voided by EFG or its representatives for the following reasons including, but not limited to: (1) pre-existing conditions known by EFG or the vehicle seller at the time the Contract was purchased; (2) prior use or unlawful acts relating to the product; (3) misrepresentation by either EFG and/or seller; (4) ineligibility for the program, including grey market Vehicles, (5) acts or omission of the motor vehicle dealer, its assignees or subcontractors; and (6) failure of the motor vehicle dealer, its assignees or subcontractors to provide correct information or their failure to perform the services or repairs promised in a timely, competent, and workmanlike manner.

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.

### CALIFORNIA

CANCELLATION: After 60 days this Contract may only be canceled by Us on grounds of (1) non-payment (2) fraud and (3) misrepresentation. In the event this Contract is canceled by You or Us, We will refund a pro-rated amount of the Contract Price based on Your Contract term, minus a cancellation fee, if applicable. If the vehicle Service Contract is canceled within sixty (60) days of Your purchase of this Contract (the initial period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. If You cancel this Contract after the initial period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the selling price of the Contract as determined above less a cancellation fee, which shall be the lesser of twenty five dollars (\$25) or 10% of the Contract Price. However, if You cancel the Contract during the initial period, no cancellation fee will be charged. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to the effective date cancellation.

ADDITIONAL DISCLOSURES: IF WE SHALL FAIL TO PAY ANY CLAIM UNDER THIS CONTRACT WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED WITH US, YOU SHALL BE ENTITLED TO MAKE A DIRECT CLAIM AGAINST THE FOLLOWING CALIFORNIA APPROVED INSURER: AMERICAN SECURITY INSURANCE COMPANY, P.O. BOX 50355, ATLANTA, GA 30302. IF YOU ARE NOT SATISFIED WITH THE INSURANCE COMPANY'S RESPONSE, YOU MAY CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT 1-800-927-4357. You may take Your vehicle to any licensed repair facility of Your choice. You are not required to return the vehicle to the selling dealership. For emergency repairs needed when the Administrator is not available for prior authorization, please attempt to reasonably determine if the Breakdown is due to the failure of a Covered condition and there are no listed exclusions & limitations that apply, then authorize the repair facility to perform the repair, and call the Administrator for instructions on the next normal business day, during normal business hours. Roadside Assistance benefits does not include the following concierge service: courtesy help and emergency phone call support. The Arbitration provision stated under the "ARBITRATION" section of this Contract is amended to read **"THE PARTIES AGREE THAT THE PROPER VENUE FOR THE RESOLUTION OF ANY DISPUTE OVER THIS CONTRACT SHALL BE CALIFORNIA."**

### COLORADO

The Reimbursement Insurance Policy issued by American Security Insurance Company is policy SFM-1-CO-1-2.

### CONNECTICUT

CANCELLATION: You have the right to cancel, if Your vehicle is returned, sold, lost, destroyed or stolen.

ADDITIONAL DISCLOSURE: In home service is not provided. If the Service Contract is less than one year, the coverage will be automatically extended while the product is being repaired when the Service Contract expires. Under Regulations of Connecticut State Agencies § 42-260-3, We are required to make reasonable efforts with You to resolve disputes regarding this Agreement. You may file a written complaint with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If EFG and You cannot reach an agreement, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs.



# Road Hazard Tire Protection

---

## FLORIDA

TRANSFER: The transfer fee is \$40.

CANCELLATION: If this Contract is canceled by Us, the return of premium must not be less than 100% of the paid unearned pro-rata premium. The Lien Holder will be named on the refund check when financing has been provided for the Service Contract premium. You may cancel this Contract by surrendering a copy of this Contract with written notice to Us. In the event this Contract is canceled by You during the first sixty (60) days from the Contract Purchase Date, the entire premium will be refunded less any claims paid on the Contract and less an acquisition charge up to 5% of the gross premium paid. If cancellation is requested after the first sixty (60) days, refund will be based upon the lesser of months, relative to the original agreement, and calculated on a pro-rata basis. Return of premium will not be less than 90% of the paid unearned pro-rata premium. We may not cancel this Contract after it has been effect for sixty (60) days except for Your material misrepresentation or fraud in purchasing this Contract, Your failure to maintain the vehicle as required by this Contract and Your nonpayment of the monthly payment. The shall be the lesser of \$50 or 5% of the Contract Price.

ADDITIONAL DISCLOSURE: The rate charged for the service agreement is not subject to regulation by the Florida Office of Insurance Regulation.

## GEORGIA

CANCELLATION: Cancellation shall be in accordance with O.C.G.A. 33-24-44. We may only cancel this Contract for fraud or material misrepresentation or for non-payment. Notice of cancellation will be ten (10) days for non-payment and thirty-one (31) days for other reasons. The Lien Holder may only cancel Your Contract for repossession of Your vehicle or if there is a total loss of Your vehicle. Claims paid will not be deducted from Your cancellation refund amount. **The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the pro-rata refund amount.**

ARBITRATION: The Arbitration section of this Contract does not apply to Georgia residents.

ADDITIONAL DISCLOSURES: This vehicle Service Contract will be governed under the laws of the State of Georgia.

## HAWAII

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or thirty (30) days from mailing if the Contract is provided to You by mail. If You cancel this Contract within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use.

## IDAHO

CANCELLATION: Claims paid will not be deducted from Your cancellation refund amount.

ADDITIONAL DISCLOSURES: Coverage afforded under this vehicle Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

## ILLINOIS

CANCELLATION: If You elect to cancel this Contract, the Service Contract Provider may retain a cancellation fee not to exceed the lesser of 10% of the Service Contract Price or fifty dollars (\$50).

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

## INDIANA

ADDITIONAL DISCLOSURES: Your proof of payment to Us for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

ARBITRATION: The Arbitration language found in the "ARBITRATION" section of this Contract does not apply. Arbitration will be held in accordance with Indiana Code 34-57-1. This Service Contract is not insurance and is not subject to Indiana Insurance law.

# Road Hazard Tire Protection

---

## IOWA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within thirty (30) days. If You cancel this Contract, We will mail You a written notice of termination within fifteen days of the date of termination.

ADDITIONAL DISCLOSURES: This Contract is subject to rules administered by the Iowa Insurance Division at 1-515-281-5705. Written inquiries or complaints should be mailed to the following address: 330 E. Maple Street, Des Moines, IA 50319. If You make a direct claim against the insurance company include a copy of Your Service Contract and Your paid repair order. This Agreement is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

## MAINE

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail You a written notice of termination at least fifteen (15) days prior to the date of termination. **The cancellation fee shall not exceed the lesser of \$50.00 or 10% of the purchase price of the Service Contract.**

## MARYLAND

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days.

ADDITIONAL DISCLOSURES: In the event a covered service is not provided by Us within sixty (60) days of proof of loss by the Service Contract Holder, the Service Contract Holder may file directly with the Service Contract reimbursement insurance company.

## MINNESOTA

CANCELLATION: We may only cancel this Contract if there is material misrepresentation or fraud only if such misrepresentation or fraud occurs in the submission of a claim. If You cancel this Contract within the first thirty days and no claims have been paid, a penalty of ten percent (10%) per month shall be added to any refund not paid to You within forty-five (45) days. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use, in which case the notice will be mailed at least five (5) days prior to cancellation.

## MISSISSIPPI

CANCELLATION: A cancellation of coverage is not effective unless notice is mailed or delivered to the Contract Holder not less than thirty (30) days prior to the effective date of such cancellation. A cancellation of coverage for non-payment is not effective unless notice is mailed or delivered to the Contract Holder not less than ten (10) days prior to the effective date of such cancellation.

ADDITIONAL DISCLOSURES: For claims authorization and approvals call 1-800-527-1984, during normal business hours. If the Administrator's offices are closed, and a covered emergency repair must be performed, then have the repair facility contact 1-800-527-1984 and leave a voice mail message on the claims line. After repairs are complete, forward all appropriate paperwork to Enterprise Financial Group, Inc. (EFG), P.O. Box 167667, Irving, TX 75016, 1-800-527-1984, [www.efgcompanies.com](http://www.efgcompanies.com) for reimbursement. If any repairs are completed during normal business hours, authorization must be given prior to repairs being performed. The Arbitration provisions stated under the "ARBITRATION" section of this Contract does not apply to Mississippi residents. This Contract is not provided or supported by a manufacturer or distributor.

## MISSOURI

CANCELLATION: The time period for a full refund is amended to be twenty (20) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days for return of the Contract to the Provider. The provider of the Service Contract shall mail a written notice to the Contract Holder within fifteen (15) days of the date of termination. All refunds will be paid directly to You.

## MONTANA

CANCELLATION: If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use.



# Road Hazard Tire Protection

## NEBRASKA

**ADDITIONAL DISCLOSURES:** The obligations of the Obligor to You are guaranteed under a Reimbursement Insurance Policy issued by American Bankers Insurance Company. Upon failure of the Obligor to pay any claim after proof of loss has been filed with the Obligor, You shall be entitled to make a direct claim against the following insurer: American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694.

Nebraska residents are not required to resolve disputes by way of Arbitration. However, if You elect resolution by way of Arbitration, Arbitration will be in accordance with the provisions outlined in the "ARBITRATION" section of this Contract.

## NEVADA

**CANCELLATION:** Cancellations will be administered in accordance with NAC 690C.120. The cancellation fee is \$25.00. If We cancel this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to the Contract Holder. The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty- five (45) days for return of the Contract to the Provider. No cancellation fee will be charged to the Contract Holder if this Contract is canceled by Us. Should Your Contract be canceled due to lack of payment in a timely manner, then Your Contract will be canceled and a refund will be issued in accordance with NAC 690C.120(1). Claims paid will not be deducted from Your cancellation refund amount. We may not cancel this Contract if it has been effect for seventy (70) days, We may not cancel this Contract before the earlier of the expiration date of the Contract term or one (1) year, except for the following reasons: (1) Your nonpayment of the purchase price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially increases the hazards covered by this Contract; or (5) a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.

**ADDITIONAL DISCLOSURES:** Nevada law shall govern the provisions of this Contract. Nevada residents are not required to resolve disputes by way of Arbitration. However, if You elect resolution by way of arbitration, arbitration will be in accordance with the provisions outlined in the "ARBITRATION" section of this Contract. Replacement parts, not to exceed manufacturer's suggested retail price, may be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by Us. This service contract does not authorize You to recover consequential damages.

## NEW HAMPSHIRE

**ADDITIONAL DISCLOSURES:** Your benefits and the Seller's obligation to perform under this Contract are insured by an Insurance Policy with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157, 1-866-306-6694. If the benefits as described are not provided within sixty (60) days after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida. In the event that You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261. The Arbitration provisions stated under the "ARBITRATION" section of this Contract does not apply to New Hampshire residents.

## NEW JERSEY

**CANCELLATION:** If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use. The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the provider.

## NEW MEXICO

**CANCELLATION:** The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a penalty of ten percent (10%) per every thirty (30) days shall be added to any refund not paid to You within sixty (60) days. We may not cancel this Contract if it has been effect for seventy (70) days except for the following reasons: (1) Your nonpayment of the purchase price; (2) Your conviction for a crime having as one of its necessary elements an act increasing a hazard covered by this Contract; (3) discovery of fraud or material misrepresentation made by You in obtaining the Service Contract or pursuing a claim under the Service Contract; or (4) discovery of an act or omission or a violation of any condition of this Contract by You that substantially increases the hazards covered by this Contract. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation.

**ADDITIONAL DISCLOSURES:** The Contract Price of this Contract will be determined prior to presentation of this Contract to You for signature.

# Road Hazard Tire Protection

---

## NEW YORK

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten (10%) percent penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Contract to the Issuing Seller. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use

## NORTH CAROLINA

CANCELLATION: The Consumer can cancel at any time after purchase and receive a pro-rata refund less any claims paid on the Service Contract and a reasonable administrative fee, not to exceed 10% of the amount of the pro-rata refund. We may only cancel this Contract for Your nonpayment or for a direct violation by You of this Contract.

## OKLAHOMA

CANCELLATION: The following statement replaces the refund language in the “HOW THIS CONTRACT MAY BE CANCELED (INCLUDING REFUNDS & CHARGES)” section: You are entitled to a full refund in the event You cancel the Contract within the first thirty (30) days and no claims have been authorized or paid. In the event the Contract is canceled by You after the first thirty (30) days or a claim has been made within the first thirty (30) days, return of premium shall be based upon 100% of the unearned pro-rata premium in addition to any claims paid by the Contract. We may retain a cancellation fee not to exceed the lesser of 10% of the unearned pro-rata premium or fifty dollars (\$50). In the event the Contract is canceled by Us, return of premium shall be based upon 100% of unearned pro-rata premium.

ADDITIONAL DISCLOSURES: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company. Oklahoma service warranty statutes do not apply to commercial use references in Contracts. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Roadside services are administered by Pinnacle Motor Club, Inc., 800 Point Vista Dr. #532, Hickory Creek, TX 75065, 1-800-646-1004. This is not an insurance Contract.

The Arbitration provision section of this Contract is amended to include the following: While Arbitration is mandatory, the outcome of any Arbitration shall be non-binding on the parties, and either party shall, following Arbitration, have the right to reject the Arbitration award and bring suit in a district court.

## OREGON

ARBITRATION: The Arbitration Provision section of this Contract is amended for to read: Subject to ORS 36.600-36.740, If claim settlement cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals. The outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court. Arbitration takes place under the laws of the State of Oregon and is held in the insured’s county or any other county in this state agreed to by both parties

## SOUTH CAROLINA

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. If the Contract is canceled within the applicable time period for a full refund and no claims have been paid, a ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least fifteen (15) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use.

ADDITIONAL DISCLOSURES: In the event covered service is not provided by the Service Contract Provider within sixty (60) days of proof of loss by the Service Contract Holder, the Contract Holder is entitled to apply directly to the reimbursement insurance company. Should You have a disputed claim, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or 1-800-768-3467.

# Road Hazard Tire Protection

## TEXAS

**CANCELLATION:** Claims paid will be deducted from Your cancellation refund amount. A 10% penalty per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. If We cancel this Contract, We will mail a written notice stating the effective date of and reason for cancellation to Your last known address at least five (5) days prior to cancellation, unless the reason for cancellation is nonpayment, material misrepresentation, or substantial breach by the Contract Holder relating to the vehicle or its use. If We cancel this Contract, no cancellation fee will be charged.

**ADDITIONAL DISCLOSURES:** Unresolved complaints may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 512-463-2906 or 800-803-9202. You make a direct claim against American Security Insurance Company if a refund due is not provided within forty-five (45) days after cancellation.

## UTAH

**CANCELLATION:** This Contract may only be canceled by Us on grounds of (1) material misrepresentation and (2) substantial breaches of contractual duties, conditions, or warranties. In general, if We cancel this Contract, We will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if We cancel this Contract within the first sixty (60) days after the Contract purchase date or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the Lien Holder, We will mail to You written notice of cancellation at least ten (10) days before the cancellation date.

**ADDITIONAL DISCLOSURES:** Failure to give any notice or file any proof of loss required by the Contract within the time specified in the Contract does not invalidate a claim made by the insured, if the insured 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. Coverage afforded under this vehicle Service Contract is not guaranteed by the Property and Casualty Guarantee Association. Obligations of the Provider under this Service Contract are guaranteed under a Service Contract Reimbursement Insurance Policy. Should the Provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed; the Contract Holder is entitled to make a claim directly against the Insurance Company. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Utah residents have the option purchasing this vehicle Service Contract by paying in full at the time of purchase, financing the cost with the vehicle, or utilizing an outside financing source. Roadside services are administered by Pinnacle Motor Club, Inc., 800 Point Vista Dr. #532, Hickory Creek, TX 75065, 1-800-646-1004.

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 or other recognized Arbitrator), a copy of which is available on request from Us. 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.

This Contract will not cover any pre-existing, unauthorized or non-manufacturer-recommended modifications to the Covered product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

**Emergency Repairs:** For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered condition and there are no listed exclusions & limitations that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

## VERMONT

**CANCELLATION:** The time period for a full refund is amended to be twenty (20) days. We may only cancel this Contract for fraud or material misrepresentation affecting the Service Contract or the presentation of a claim there under, or violation of any of the terms or conditions of the Service Contract. If We cancel this Contract, We will give You a written forty-five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

## WASHINGTON

**EMERGENCY REPAIRS:** For repairs needed when the Administrator is not available for prior approval, You must refer to Your Contract to determine if the Breakdown is due to the failure of a Covered condition and there are no listed exclusions & limitations that apply, authorize the repair facility to perform the repair, and call the Administrator for instructions as soon as reasonably possible at which point the claim will be reviewed for benefits per the terms of the Contract.

**ARBITRATION:** Disputes or controversies arising from matters relating to this vehicle Service Contract may be resolved by method of Arbitration in accordance with Washington State law RCW 7.04A. Arbitrations shall be held in the county in which You maintain Your permanent residence.

**TRANSFER:** The transfer fee is \$25.

# Road Hazard Tire Protection

**CANCELLATION:** The following cancellation provisions replace those originally provided on the Contract.

**Our Right To Cancel This Service Contract:** We may cancel this Service Contract based on one or more of the following reasons:

(1) non-payment of the Service Contract Price; (2) a material misrepresentation made by You; or (3) a substantial breach of duties by You under the Service Contract relating to the Motor vehicle or its use. If this Service Contract is canceled by Us, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Service Contract was in force or the number of miles the Motor vehicle was driven prior to cancellation. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear.

Written notice of such cancellation shall include the actual reason for cancellation and shall be mailed or delivered to You not less than ten (10) days prior to the effective date of cancellation, where such cancellation is for non-payment of the Service Contract Price, or not less than forty-five (45) days prior to the effective date of cancellation, where such cancellation is for any other reason. We have only sixty (60) days from the date of the sale of the Service Contract to the Service Contract Holder to determine whether or not the Motor vehicle qualifies for the program. Except as set forth above, after sixty (60) days the Motor vehicle qualifies for the issued Service Contract and the provider may not cancel the Service Contract and is fully obligated under the terms of the Service Contract sold to the Service Contract Holder.

**How You May Cancel This Service Contract:** You may cancel this Service Contract by surrendering Your copy of this Service Contract with written notice to the Issuing Seller or directly to Us. If You cancel this Service Contract within the first thirty (30) days and no claims have been filed, We will refund the entire Service Contract Price. A 10% penalty shall be added to any refund that is not paid or credited within thirty (30) days after return of this Service Contract to the Administrator or to Us. If this Service Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund the unearned Service Contract Price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Service Contract was in force, less a cancellation fee of twenty-five dollars (\$25). Claims paid will not be deducted from Your cancellation refund amount. In the event of cancellation, the Lien Holder identified on the Registration page, if any, will be named on a cancellation refund check as its interest may appear. If the Motor vehicle and this Service Contract have been financed, the Lien Holder shown on the Registration page may cancel this Service Contract for non-payment or if the Motor vehicle is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Service Contract to the Lien Holder or otherwise entitle the Lien Holder to performance under this Service Contract.

**ADDITIONAL DISCLOSURES:** The Registration page and vehicle Service Contract there to contain the complete agreement between the parties and should be signed in the Consumer Disclosure Section by both the Consumer and an authorized representative of the Issuing Seller. The terms of the vehicle Service Contract shall be interpreted to be consistent with the interest of applicable Laws and Regulations of the State of Washington. The Customer understands that this is not a policy of insurance and that the Seller is acting solely as an agent for and on behalf of the Provider and is not a principal party to this Service Contract. In return for payment by the Customer of the total charge(s) and subject to all of the terms, conditions and exclusions of this Service Contract, the Provider and Customer agree to its content. The implied warranty of merchantability on the Motor vehicle is not waived if the Service Contract has been purchased within ninety (90) days of the purchase date of the Motor vehicle from a Provider who also sold the Motor vehicle covered by the Service Contract. The Washington State Insurance Commissioner is the Service Contract Provider's attorney to receive service of legal process in any action, suit, or proceeding in any court.

This Service Contract is between the Contract Holder, named on the Registration page, and Service Contract Provider as defined under the Definitions section of this Contract. The Seller is not a party to this Contract and has no obligations to You in regards to the benefits provided. Your benefits and Our obligation to perform under this Contract are insured by Insurance Policy AG 1112(WA) issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If the benefits as described are not provided to You after You provide proof of loss covered by this Contract, then You may make a direct claim against American Bankers Insurance Company of Florida.

**THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.**

In addition to the representations made by me on the Registration page, by initialing the blanks below and signing in the space provided, I further represent and acknowledge that I have read and am familiar with the following aspects of this Service Contract:

- \_\_\_\_\_ 1. The material conditions that I must meet, including but not limited to maintenance, to maintain Coverage under this Service Contract as provided under the "Your Obligations" section.
- \_\_\_\_\_ 2. The work and parts covered under this Service Contract as provided in the Coverage section.
- \_\_\_\_\_ 3. The term restrictions provided in the "Motor Vehicle Information" section located on the Registration page.

# Road Hazard Tire Protection

\_\_\_\_\_ 4. The implied warranty of merchantability on the Motor Vehicle is not waived if this Service Contract has been purchased within ninety (90) days of the purchase date of the Motor Vehicle from a provider who also sold the Motor Vehicle covered by this Service Contract.

\_\_\_\_\_ 5. The exclusions listed in the "Exclusions & Limitations" section.

\_\_\_\_\_ 6. My right to return this Service Contract for a refund pursuant to the terms of this Service Contract as provided in the "How This Service Contract May be Canceled (Including Refunds and Charges)" section.

My initials above indicate that I have read the foregoing statements and placed my initials in the corresponding blanks to acknowledge that I am informed of the aspects of this Service Contract as delineated above.

## WISCONSIN

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. We may only cancel this Contract for non-payment of the Provider Fee, material misrepresentation by You to the provider or Administrator, or substantial breach of duties by You relating to the vehicle or its use. We will mail a written notice to You at the last-known address that We have on record at least five (5) days prior to cancellation by Us. The written notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract for a reason other than non-payment of the Provider Fee, We will refund 100% of the unearned pro-rata Provider Fee, less any claims paid. A reasonable administrative fee not to exceed 10% of the Provider Fee will apply. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to the Provider.

In the event of a total loss of property covered by this Contract that is not covered by a replacement of the property pursuant to the terms of this Contract, You shall be entitled to cancel this Contract and receive a pro-rata of any unearned Provider Fee, less any claims paid. Proof of loss must be provided as soon as reasonably possible

ADDITIONAL DISCLOSURES: This Contract contains the complete agreement between the parties and should be signed in the Registration Page by both the Customer and an Authorized Representative of the Issuing Seller. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

Failure to furnish proof of loss within such time does not invalidate or reduce Your claim. We have the right to subrogation collection, but only after You have been made whole and You are fully compensated for damages.

The Arbitration provisions stated under the "ARBITRATION" section of this Contract does not apply to Wisconsin residents.

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's Insurance laws, and file a complaint at the Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, 1-800-236-8517 or 1-608-266-0103.

## WYOMING

CANCELLATION: The time period for a full refund is amended to be ten (10) days from purchase if the Contract is delivered at the time of sale, or twenty (20) days from mailing if the Contract is provided to You by mail. The right to void the Service Contract is not transferrable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to Us. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to Us. We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is non-payment of the Provider Fee, a material misrepresentation by You to Us or a substantial breach of duties by You relating to the covered product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.

ADDITIONAL DISCLOSURES: The Arbitration provisions outlined in the "ARBITRATION" section does not apply to Wyoming residents.