Allstate
You're in good hands.

Vehicle Service Contract

Contract Number:

PURCHASER INFORMATION			VEHICLE AND PURCHASE INFORMATION		
Last Name:	First Name:		Contract Purchase Date:	Current Odometer Reading	
Address:			Contract Price:	Sales Tax:	Total Contract Price:
City:	State:	Zip:	Year:	Make:	
Phone Number:	Email:		Model:	Vehicle Identification Number (VIN):	

PROGRAM COVERAGE

Coverage Level	Contract Term*	Deductible	
Premier Care	Term Months:_____ Term Mileage:_____	$_____	**THIS CONTRACT EXPIRES ON**_____ **OR WHEN ODOMETER READS**_____ **WHICHEVER OCCURS FIRST**

**Contract Term begins on the Contract Purchase Date and at zero (0) miles on the odometer.*

FINANCE COMPANY INFORMATION

Name:			Phone Number:
Address:	City:	State:	ZIP Code:

SELLER INFORMATION

Seller Name:			Seller Number:
Address:			Phone Number:
City:	State:	ZIP Code:	Fax Number:

IMPORTANT INFORMATION

1) This Vehicle Service Contract (**"Contract"**) is between the **Purchaser** ("**You**", "**Your**") named above and Pablo Creek Services, Inc., a member of the Allstate family of companies ("**We**", "**Us**", "**Our**"), identified below as Administrator and Obligor for this **Contract**.
2) **You** confirm that the information provided is accurate and complete.
3) The coverage provided under this **Contract** may be 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. Any losses covered under the manufacturer's warranty during the warranty period are not covered under this **Contract**.
4) **This Contract is not an insurance policy or product warranty, implied or otherwise.**
5) **The purchase of this Contract is not required to purchase or obtain financing for this Vehicle.**
6) **You** agree that this **Contract** represents the entire agreement between **You** and **Us** and that **You** have read, understand, and agree to the terms and conditions within this **Contract**, including any state specific requirements and disclosures.
7) **YOU ACKNOWLEDGE THIS CONTRACT CONTAINS AN ARBITRATION PROVISION, AND YOU UNDERSTAND AND AGREE TO ITS TERMS**.

☐ By initialing this box, **You** acknowledge **You** have reviewed and agree to all the Terms and Conditions of this **Contract** including those outlined in the sections of this **Contract** titled: **YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE**, **HOW TO FILE A CLAIM**, **SCHEDULE OF COVERAGE, WHAT IS NOT COVERED,** and **HOW TO CANCEL THIS CONTRACT**.

Pablo Creek Services, Inc. P.O. Box 40525 Jacksonville, FL 32203-0525
Go to allstateextendedvehiclecare.com to register as a customer and view **Your** account information.
All Claims must be authorized by Us pursuant to the HOW TO FILE A CLAIM section prior to repairs being started.
Any repairs completed prior to such authorization may not be covered.
FOR TOWING, EMERGENCY ROAD SERVICES, OR CLAIMS SERVICE CALL: (888) 251-6441
Towing and Emergency Road Services are provided through Allstate Motor Club, Inc.

SAMPLE

Terms and Conditions

DEFINITIONS

Approved Repair Facility: A licensed repair facility that has a Taxpayer Identification Number ("TIN"), provides a minimum of a twelve (12) months or twelve thousand (12,000) mile warranty on parts and labor from the date of service on all repairs completed, and is approved by **Us**.

Authorized Amount: The total amount of a **Claim** authorized by **Us,** including all covered charges minus the **Deductible**. Any charges that exceed the **Authorized Amount** are **Your** responsibility. Labor cost is the **Approved Repair Facility's** approved labor rate multiplied by the labor time as specified in Motors, All Data or Mitchell on Demand online labor guides. The manufacturer's suggested retail pricing ("MSRP") will be the maximum part cost paid under this **Contract**.

Breakdown: The inability of a **Covered Part** to perform the function for which it was designed due to a material defect that is not related to the action or inaction of any non-covered part or outside influence. A gradual reduction in performance commonly referred to as "wear and tear," will be considered a **Breakdown** when the wear has exceeded the manufacturer's published tolerances. Please refer to the WHAT IS NOT COVERED section for a listing of conditions under which the failure of a **Covered Part** is not considered a **Breakdown**.

Claim: A request by **You** for benefits under this **Contract**.

Covered Part: Parts listed under the SCHEDULE OF COVERAGE section corresponding to the Coverage Level **You** selected on the first page of this **Contract**.

Deductible: The portion of the authorized repairs **You** must pay for each repair visit. Should a **Breakdown** require more than one repair visit, only one **Deductible** will be charged for that **Breakdown**.

Expiration Date: The **Expiration Date** is the Contract Purchase Date plus the number of Term Months stated under Contract Term on the first page of this **Contract**.

Expiration Mileage: The **Expiration Mileage** is the Term Mileage stated under Contract Term on the first page of this **Contract**.

Finance Company: Any financial institution or premium payment financing company that provides financing to **You** for the Total Contract Price, and is shown on the first page of this **Contract**.

Pre-existing Condition: Any damage, failure, or **Breakdown** that existed prior to the Contract Purchase Date which would have been obvious and apparent if that component was inspected at the time of **Contract** purchase.

Vehicle: The vehicle identified in the Vehicle and Purchase Information fields on the first page of this **Contract**.

CONTRACT TERM

Your Contract Term, as shown on the first page of this **Contract**, begins on the Contract Purchase Date and at zero (0) miles, and ends when the **Expiration Date** or **Expiration Mileage** is reached, whichever occurs first.

YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

You must maintain the **Vehicle** in accordance with the manufacturer's published maintenance requirements and maintain proper fluid levels.

Before any repair is authorized, **We** may require **You** to provide records showing that **You** have properly maintained the **Vehicle**. **You** must retain all receipts as proof of maintenance. Acceptable receipts will include **Your** name and signature, date, mileage, services performed, year, make, model, of the **Vehicle** and VIN. Reimbursement of maintenance services is not covered under this **Contract**.

If **You** perform the required maintenance on the **Vehicle** yourself, **You** must maintain a log noting the date, mileage and type of maintenance service performed. Each log entry must have a corresponding receipt, dated within the two (2) weeks prior to the date on the log, for the materials needed for the service performed (e.g., filters, oils and lubricants). Receipts that do not reflect a date within two (2) weeks of the service date are not acceptable.

SCHEDULE OF COVERAGE

In consideration of **Your** payment to **Us** of the Total Contract Price shown on the first page of this **Contract**, subject to the terms and conditions of this **Contract**, and in reliance on the warranties and representations made by **You** related to the **Vehicle**, **We** agree to pay for the repair or replacement of the **Covered Parts** listed below in the event of a covered **Breakdown** sustained during the **Contract** term. If **You** experience a **Breakdown,** please refer to the HOW TO FILE A CLAIM section. Parts used to repair the **Vehicle** may be new parts, remanufactured parts, or parts of like kind and quality, as **We** deem appropriate. All parts of like kind and quality purchased and provided by **Us** are guaranteed by **Our** supplier for a period of twelve (12) months or twelve thousand (12,000) miles regardless of **Expiration Date** and **Expiration Mileage** of this **Contract**. This **Contract** covers **Breakdowns** that occur or are repaired within the fifty (50) United States, the District of Columbia, and Canada.

All Claims must be authorized by Us pursuant to the HOW TO FILE A CLAIM section prior to repairs being started.

PREMIER CARE EXCLUSIONARY COVERAGE

All parts on the **Vehicle** are covered subject to the WHAT IS NOT COVERED section of this **Contract**.

ADDITIONAL BENEFITS

Please contact **Us** at (888) 251-6441 to have services dispatched for Towing or Emergency Road Services, and/or to receive instructions on filing a **Claim** for reimbursement. Towing and Emergency Road Services are provided through Allstate Motor Club, Inc. Please retain all receipts and documentation related to any services received. **You** are not required to pay a **Deductible** for any of the following Additional Benefits:

Towing: If the **Vehicle** requires towing in the event of a mechanical **Breakdown** (covered under this **Contract** or not), **You** may have the **Vehicle** towed to an **Approved Repair Facility** of **Your** choice. **Your** benefit limit is one hundred dollars ($100) per **Breakdown**.

Emergency Road Services: If the **Vehicle** requires on-site emergency road services for jump starts, fuel delivery, lockout assistance, and installation of **Your** spare tire, **We** will pay up to one hundred dollars ($100) per occurrence.

Rental Vehicle/Alternate Transportation Reimbursement: If a covered **Breakdown** requires the **Vehicle** to be left at an **Approved Repair Facility**, **You** may be eligible for reimbursement for **Your** expenses incurred from an automobile rental, licensed taxi, on-demand ridesharing, or public transportation company. **We** will pay or reimburse up to a maximum of forty dollars ($40) per day until repairs are completed, not to exceed seven (7) consecutive days. Rental vehicles must be obtained from a licensed rental agency. **You** must be the primary signee or be listed as an additional driver on the rental agreement.

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Trip Interruption Reimbursement: If a covered **Breakdown** occurs more than one hundred (100) miles from **Your** home and before **You** reach **Your** destination that requires the **Vehicle** to be left at an **Approved Repair Facility** overnight, **You** may be eligible for reimbursement of certain unplanned expenses. **We** will reimburse **You** for receipted lodging, meals, one-way airfare expenses, and boarding for **Your** pet(s). Benefits end on the date **You** return to **Your** home or the date the repairs are completed, whichever occurs first. This benefit is limited to a maximum of three (3) consecutive days from the date the repair order was written. Reimbursement is limited to up to five hundred dollars ($500) per occurrence. **You** are responsible for any amounts exceeding the per occurrence limit.

Manufacturer's Deductible Reimbursement: If a part is replaced under the manufacturer's warranty and that same part is covered under this **Contract**, **We** will pay the deductible that the manufacturer charged up to one hundred dollars ($100) per occurrence.

HOW TO FILE A CLAIM

ALL CLAIMS MUST BE AUTHORIZED BY US BEFORE STARTING REPAIRS, OR THEY MAY NOT BE COVERED
FOR TOWING, EMERGENCY ROAD SERVICES, OR CLAIMS SERVICE CALL: (888) 251-6441

Towing and Emergency Road Services are provided through Allstate Motor Club, Inc.

You are responsible for all expenses and repair costs if the **Breakdown** is not covered under this **Contract.** If the **Vehicle** experiences a **Breakdown**, **You** are responsible to ensure that **You** and **Approved Repair Facility** follow the procedures listed below:

1) **Prevent Further Damage**: **You** must take all reasonable means to protect the **Vehicle** from further damage. If the **Vehicle** is disabled or if it is unsafe to drive, please call for towing assistance at the number above. This **Contract** will not cover additional damage caused by **Your** failure to prevent further damage.
2) **Take the Vehicle to an Approved Repair Facility**: Have the **Approved Repair Facility** contact **Us** prior to authorizing any diagnosis.
3) **Copy of Contract**: Provide the **Approved Repair Facility** with a copy of the first page of this **Contract**.
4) **Authorize Diagnosis**: **You** must authorize the **Approved Repair Facility** to complete all work needed to accurately diagnose the cause of the **Vehicle's Breakdown** and provide **Us** with a complete estimate to include all part numbers and prices, labor involved and any other charges required for the repairs. The **Vehicle** may require disassembly to diagnose the failure and complete the repair estimate. This **Contract** will cover reasonable diagnosis for covered repairs as provided by online labor time guides, Motors, All Data or Mitchell on Demand. The **Approved Repair Facility** must save all parts, fluids and filters, and must not clean any parts without **Our** authorization. **You** will be responsible for all charges if the **Breakdown** is not covered under this **Contract**. **We** reserve the right to inspect the **Vehicle** prior to authorizing any repair.
5) **Obtain Payment Authorization**: It is **Your** responsibility to instruct the **Approved Repair Facility** to contact **Us** to obtain payment authorization before any repairs are started. The amount **We** authorize is the maximum amount that will be paid for repairs covered under this **Contract.** If additional repairs are required after authorization is given, the **Approved Repair Facility** must also receive payment authorization before starting.
6) **Authorize the Repair**: **We** will provide an authorization number and an **Authorized Amount** to the **Approved Repair Facility** upon approval. Any charges that exceed the initial **Authorized Amount** must receive additional approval from **Us** or **You** will be responsible for those charges. **We** authorize payment for the repair, **You** must authorize the repair to be completed. **You** must not authorize repairs until **We** have issued an authorization number to the **Approved Repair Facility**.
7) **Pay Applicable Deductible**: **We** will reimburse the **Approved Repair Facility** or **You** for the **Authorized Amount. You** must pay the **Approved Repair Facility Your Deductible** and any charges not included in the **Authorized Amount**.
8) **Request Reimbursement**: To obtain payment for a covered **Breakdown**, **You** or the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, **Authorized Amount**, **Your** name/address/phone number and signature, **Approved Repair Facility's** name/address and phone number, VIN, **Vehicle** mileage and repair date, **Your** description of the **Breakdown** and the repair facility's description of the diagnosis and repair, part numbers, part descriptions and prices, labor hours, labor descriptions, labor rate, and the total amount requested for payment. All documents pertaining to a **Claim** must be submitted to **Us** within ninety (90) days from the date repairs are completed. Failure to provide documents within this time period may result in the denial of reimbursement. When submitting **Your Claim** for payment, send only photocopies of **Your** documents. Keep the originals for **Your** records.
9) **Emergency Repairs**: A **Breakdown** which renders the **Vehicle** inoperable or unsafe to operate for transportation purposes may occur when **Our** offices are closed. **You** may, at **Your** discretion, authorize the necessary emergency repairs. If any portion of the repair carries over into **Our** normal business hours, **You** must have the repair facility stop working on the **Vehicle** and contact **Us** as soon as **We** are open for business. **You** are responsible for all expenses and repair costs if it is determined that the failure or the **Breakdown** does not qualify as an emergency repair as defined by this **Contract**.

LIMITS OF LIABILITY

The total of all benefits paid or payable under this **Contract** shall not exceed fifty thousand dollars ($50,000). In no event will **Our** liability for an individual repair visit exceed the retail value of the **Vehicle** as stated in the current online National Automobile Dealer Association (N.A.D.A.) pricing guide immediately prior to the **Breakdown**, less any **Deductible**.

Our Right to Recover Payment: If **You** have a right to recover any funds that **We** have paid under this **Contract**, **You** hereby assign those rights to **Us**. **Your** rights become **Our** rights and **You** agree to do whatever is necessary to enable **Us** to enforce those rights. **We** shall be entitled to retain only funds that reimburse **Our** actual costs and only after **You** are fully compensated for **Your Claim**.

INELIGIBLE VEHICLES

The following vehicles are ineligible under this **Contract**:

1) Any vehicle that is older than the current calendar year minus four (4) years or the Current Odometer Reading shown on the first page of this **Contract** exceeds fifty thousand (50,000) miles at the time of **Contract** purchase.
2) Any imported vehicle that does not meet U.S. federal motor vehicle standards.
3) Any vehicle that has the following characteristics: dump bed, incomplete vehicles, or vehicles that have special bodies designed for commercial use.
4) Any vehicle equipped with a snow plow or suspension/tire modification.
5) Any vehicle that has powertrain modifications, or performance enhancing add-on parts.
6) Any vehicle that is or will be used/equipped or identified as: competitive driving or racing, vehicles used for municipal or professional emergency or police services, taxi, or vehicles used for hire to the public or to transport people for hire except for personal vehicles used by a single driver for on-demand ridesharing services (e.g., Uber, Lyft, etc.).
7) Any vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.

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WHAT IS NOT COVERED

1) This Contract excludes the following parts and services:
   a) Accessory drive belts, hoses and clamps, spark plugs and wires, clogged fuel injectors where a mechanical/electrical failure has not occurred, tires, wheels and wheel covers, wiper blades, standard transmission clutch parts (including pressure plate, clutch disc, pilot bearing, throw-out bearing, clutch engagement arm and pivot), steering wheel (except for integral electrical failures), batteries (either stand alone or integral to a component), electric vehicle external charging stations, hybrid power packs, fuses, fusible links and circuit breakers, brake drums, rotors, pads and shoes, sub-frame, frame, frame bushings, retractable roof/convertible top, glass, lenses, light emitting assemblies (except for integral electrical failures), any individual light emitting device (i.e. bulbs of any type) that can be removed from an assembly, exhaust pipes, filters (except in conjunction with a covered repair), exhaust gas recirculation pipes/hoses and check valves, catalytic converter, conversion van appliances, door handles (except for integral electrical failures).
   b) Loss of fuel, trim, upholstery, insulation, carpet and paint, air or water leaks or wind noise, squeaks and rattles, jack and tool kit, wheel lugs and lug nuts, shop supplies, environmental waste charges or disposal fees, lost or missing parts, electronic diagnostic equipment fees, freight, vehicle body parts including but not limited to: bumpers, body panels, fasteners and mounts, moldings and outside ornamentation, bright metal parts, door stops, hinges, and weather stripping.
   c) Any non-manufacturer installed parts including but not limited to: turbochargers, superchargers, convertible tops, audio, navigation and security systems.
   d) Replacement of oil, lubricants, coolants, additives and/or other fluids, except in conjunction with the repair of a Covered Part. Replacement of A/C refrigerant and/or oil unless in conjunction with a leak resulting from the failure of a Covered Part.
   e) The use of parts that improve the Vehicle beyond its condition immediately prior to the Breakdown.
   f) Any service considered to be regular maintenance, or a service, labor, or adjustment operation completed to correct a complaint where a Covered Part has not failed.
   g) Suspension alignment (unless required in conjunction with the repair of a Breakdown).
   h) Any part or repair that an Approved Repair Facility or manufacturer recommends or requires to be repaired, replaced, adjusted or updated (including updating software or programming) in conjunction with a covered repair when a Breakdown of that part has not occurred. This includes modifications, replacement or alteration of original systems necessitated by the replacement of an obsolete, superseded, redesigned, or unavailable part.
2) This Contract excludes the following conditions:
   a) Any Breakdown resulting from damage caused to a Covered Part by: impact or any other external force known or unknown, collision, bent or twisted parts, fire, terrorism, theft, vandalism, riot, explosion, restricted oil passages, rust or corrosion, salt, environmental damage, contamination, oxidation, carbon, sludge, varnish, damage caused when the engine exceeds the manufacturer's maximum recommended operating temperature (as indicated by gauges, warning lights or audible warning sounds, warped or melted parts), lack of proper quality or quantity of fluids or lubricants, acts of nature including but not limited to lightning, earthquake, flood, windstorm, volcanic eruption, and freezing.
   b) Any Pre-existing Conditions or Breakdowns that were reported after the expiration of this Contract or occurred following a change of Vehicle ownership where the Contract was not transferred in accordance with the HOW TO TRANSFER THIS CONTRACT section.
   c) Any repair(s) started without receiving prior authorization from Us, except for emergency repairs. (Please refer to the HOW TO FILE A CLAIM section.)
   d) Any Breakdown caused by Your failure to follow the instructions in the YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE section or any Breakdown where maintenance records pertaining to a Breakdown have been requested by Us but cannot be produced or verified.
   e) Any Breakdown caused by non-manufacturer alterations made to the Vehicle before or after the Contract Purchase Date. Alterations include, but are not limited to: emissions equipment removal or modification, custom or add-on parts, trailer hitches, modification of powertrain components and/or their control systems, or offset rims.
   f) Any loss if the odometer has failed, been broken, disconnected or altered, or if for any reason the Vehicle's actual accumulated mileage cannot be determined.
   g) Any charges or costs for inconvenience, loss of time, loss of income, commercial loss or any other consequential losses or expenses not specifically covered by this Contract.
   h) Any liability for consequential or incidental damage to property or injury or death of any person.
   i) Any loss caused by faulty or negligent auto repair work, improper servicing, or installation of defective parts.
   j) Any Breakdown if a manufacturer has announced its responsibility through any means, including but not limited to public recalls and special policies.
   k) Any Breakdown covered by any limited warranty, manufacturer's warranty, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy, whether collectible or not.
   l) Any Breakdown when the Vehicle has been repossessed or declared a total loss.
   m) Towing Benefit: recovery for any reason other than a mechanical Breakdown, and any expenses that exceed Your benefit limit.
   n) Emergency Road Services: the cost for fuel, labor to produce keys, replacement keys, and mechanical failure of locks or ignition system, any expenses not specifically mentioned as covered by this Contract, and any expenses that exceed Your benefit limit.
   o) Rental Vehicle/Alternate Transportation: for expenses for fuel, insurance, tolls, GPS or similar equipment, or maintenance charges; for delays due to shop scheduling, and any expenses that exceed Your benefit limit.
3) This Contract excludes the following uses:
   a) Any Breakdown resulting from neglect, abuse or misuse of the Vehicle, or failure to protect the Vehicle from further damage when any Breakdown has occurred, or if You have used the Vehicle in any manner not recommended by the manufacturer.
   b) Any Breakdown caused by loading the Vehicle in any way beyond the limitations established by the manufacturer.
   c) Any Breakdown resulting when the Vehicle is or will be used/equipped or identified as: competitive driving or racing, taxi, or used for hire to the public or used to transport people for hire except for personal vehicles used by a single

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driver for on-demand ridesharing services (e.g. Uber, Lyft, etc.), vehicles used for municipal or professional emergency or police services.

HOW TO CANCEL THIS CONTRACT

By You: **You** may cancel this **Contract** at any time. **You** may go to allstateextendedvehiclecare.com to initiate a cancellation request, or **You** may submit **Your** cancellation request to **Us** in writing with the following information: 1) **Your** name and address or copy of this **Contract**, 2) VIN, 3) **Contract** number, 4) odometer reading at time of cancellation request, and 5) reason for cancellation.

By Us: **We** may cancel this **Contract** for material misrepresentation, fraud, non-payment of Total Contract Price, or if **We** find the **Vehicle** to be ineligible for coverage under the INELIGIBLE VEHICLES section.

Refund Calculation: If this **Contract** is cancelled within the first sixty (60) days and no **Claim** has been paid, the **Seller** will refund one hundred percent (100%) of the Total Contract Price. If **You** cancel this **Contract** after the first sixty (60) days from the Contract Purchase Date, or if a **Claim** has been paid, the **Seller** will refund a pro-rated amount of the Total Contract Price, based on the lesser of the months or miles remaining, less a fifty-dollar ($50) cancellation fee. If **We** cancel this **Contract** and no **Claim** has been paid, the **Seller** will refund one hundred percent (100%) of the Total Contract Price. If this **Contract** is financed and there is a remaining balance owed to the **Finance Company**, the refund will be paid to the **Finance Company**; otherwise, the refund will be paid to **You**.

Limited Rights of Finance Company: If this **Contract** is financed, the **Finance Company** named on the first page of this **Contract** has the right to receive any portion of the cancellation refund amounts. The **Finance Company** has the right to cancel this **Contract** in the event of non-payment, provided the Total Contract Price was financed.

HOW TO TRANSFER THIS CONTRACT

You may transfer this **Contract** to a private party, provided that:

1) This **Contract** has not been previously transferred;
2) The **Vehicle** has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution;
3) The Total Contract Price has been paid in full;
4) **You** provide the new owner all records confirming that maintenance has been completed pursuant to the **Contract** terms; and
5) **You** submit a completed transfer request form to **Us** within thirty (30) days of an ownership change. **You** must include:
   a) An odometer statement for the **Vehicle**, and
   b) A fifty-dollar ($50) transfer fee.
6) To transfer this **Contract** please go to allstateextendedvehiclecare.com to obtain a transfer form, or **You** may contact **Us** for assistance.

INSURANCE STATEMENT

Our obligations under this **Contract** are insured by an insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies. If a covered **Claim** is not paid or a covered service is not provided within sixty (60) days after **You** have filed proof of loss with **Us**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

ARBITRATION

It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1) The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3) It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU** UNDERSTAND THAT **YOU** ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN **YOU** AND **US**, **YOU** WILL NOT SUE **US** IN COURT, **YOU** ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS **CONTRACT**, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN **YOU** AND **US**. The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
4) CLASS ACTION WAIVER: **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
5) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

Arbitration is not allowed in all states.

Please refer to the SPECIAL STATE REQUIREMENTS AND DISCLOURES section of this Contract for Your specific state, if any.

SAMPLE

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SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS **CONTRACT** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR **YOUR** STATE:

Alabama: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is amended to include the following: **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address, stating the reason for the cancellation and the effective date, at least five (5) days before the cancellation effective date. Written notice of cancellation is not required if the **Contract** cancellation is due to either nonpayment of the Total Contract Price by **You** or a material misrepresentation by **You** to **Us** relating to the **Vehicle** or its use.

Refund Calculation paragraph is amended by replacing the fifty-dollar ($50) cancellation fee with a twenty-five dollar ($25) cancellation fee; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Purchase Date and receive a one hundred percent (100%) refund of the Total Contract Price when no **Claim** has been made is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Alaska: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address, stating the reason for cancellation and the effective date, at least five (5) days before the cancellation effective date. **We** may cancel this **Contract** only for the following reasons: (a) **You** fail to pay the Total Contract Price; (b) **You** are convicted of a crime having as one of its necessary elements an act increasing a hazard covered by this **Contract**; (c) Discovery of fraud or a material misrepresentation made by **You** or **Your** representative in obtaining this **Contract**, or pursuing a **Claim** under this **Contract**; (d) Discovery of a grossly negligent act or omission by **You** that substantially increases the hazards covered by this **Contract**; (e) Physical changes in the **Vehicle** covered by this **Contract** that result in the **Vehicle** becoming ineligible for coverage under this **Contract**; or (f) A substantial breach of duties by **You** related to the **Vehicle**. Written notice of cancellation is not required if the **Contract** cancellation is due to reasons described in (a) or (c) above.

Refund Calculation paragraph is amended by replacing the fifty-dollar ($50) cancellation fee with a cancellation fee of fifty dollars ($50) or seven and one-half percent (7.5%) of the unearned Total Contract Price, based on months or miles remaining, whichever is less; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Purchase Date and receive a one hundred percent (100%) refund of the Total Contract Price when no **Claim** has been made is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund if it is not made within forty-five (45) days of return of this **Contract** to **Us**.

Arizona: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: Nothing in this section prevents, limits, or waives **Your** rights to file a complaint against **Us**, Pablo Creek Services, Inc., or seek remedy available thereto, with the Arizona Department of Insurance.

WHAT IS NOT COVERED section, item 2b) is deleted in its entirety and replaced with the following**: Any Breakdown that existed prior to the Contract Purchase Date unless such conditions were known or should reasonably have been known by Us or the Seller, or reported after the expiration of this Contract, or occurred following a change of Vehicle ownership where the Contract was not transferred in accordance with the HOW TO TRANSFER THIS CONTRACT section.**

INELIGIBLE VEHICLES section, item 1) is amended to include the following: In the event a **Contract** is issued on this type of ineligible vehicle, this **Contract** is valid and covered **Breakdowns** would be covered.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is amended to include the following: **We** may not cancel or void this **Contract** or any provisions of this **Contract** due to (1) **Our** acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) A **Breakdown** that existed prior to the Contract Purchase Date, (3) prior use or unlawful acts relating to the **Vehicle**, (4) **Our** misrepresentation, and (5) ineligibility of the **Vehicle** for coverage under the program.

Refund Calculation paragraph is amended by replacing the fifty-dollar ($50) cancellation fee with a cancellation fee of either ten percent (10%) of the Total Contract Price, which is the gross amount paid for this **Contract,** or fifty dollars ($50), whichever is less. The cancellation fee will not exceed ten percent (10%) of the gross amount paid for this **Contract**.

Arkansas: HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is amended to include the following: **We** may cancel this **Contract** by mailing written notice to **You** at **Your** last known address, stating the reason for the cancellation and the effective date within fifteen (15) days of the cancellation effective date.

Refund Calculation paragraph is amended to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Purchase Date and receive a one hundred percent (100%) refund of the Total Contract Price when no **Claim** has been made is exclusive to the original **Purchaser** and is not transferrable.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in the state of Arkansas.

Colorado: **INSURANCE STATEMENT** section, first sentence is deleted in its entirety and replaced with the following: **Our** obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by First Colonial Insurance Company, Policy Number: PCSVRCO1.

Connecticut: **IMPORTANT INFORMATION** section is amended as follows: Item 1) is amended to include the following: Contact information for Pablo Creek Services, Inc. is as follows: P.O. Box 40525 Jacksonville, FL 32203-0525, (888) 251-6441.

Item 6) is amended to include the following: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one year, the coverage is automatically extended if the product is being repaired when the warranty expires.

HOW TO CANCEL THIS CONTRACT section, **By You** paragraph is amended to include the following: **You** may cancel this **Contract** if the **Vehicle** is returned or sold, lost, stolen or destroyed. If the **Vehicle** is lost, stolen, or destroyed the odometer reading is not required for cancellation.

Florida: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: **The Total Contract Price charged for this Contract is not subject to regulation by the FL OIR.**

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** cannot cancel this **Contract** except:

1. If there has been material misrepresentation or fraud at time of sale of the **Contract**;
2. If **You** have failed to maintain the **Vehicle** as prescribed by the manufacturer;
3. If the odometer has been tampered with or disabled and **You** have failed to repair the odometer; or
4. For non-payment of Total Contract Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail.

Refund Calculation paragraph is amended to replace the fifty-dollar ($50) cancellation fee with a cancellation fee of either five percent (5%) of the gross premium paid by **You** or fifty dollars ($50), whichever is less.

HOW TO TRANSFER THIS CONTRACT section is deleted in its entirety and replaced with the following:

You may transfer this Contract to a private party, provided that:

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1) This Contract has not been previously transferred;

2) The Vehicle has not been sold or traded to or through any automobile dealer, auto broker, auto auction or financial institution;

3) The Total Contract Price has been paid in full;

4) You provide the new owner all records confirming that maintenance has been completed pursuant to the Contract terms; and

5) You submit a completed transfer request form to Us within thirty (30) days of an ownership change. You must include:

a) An odometer statement for the Vehicle, and

b) A forty-dollar ($40) transfer fee.

6) To transfer this Contract please go to allstateextendedvehiclecare.com to obtain a transfer form, or You may contact Us for assistance.

Georgia: **WHAT IS NOT COVERED** section is amended as follows:

Item 2) a) is revised to remove "sludge".

Item 2) b) is deleted in its entirety and replaced with the following: A **Breakdown** known to **You** or reasonably should be known to **You** that existed prior to the Contract Purchase Date, or any **Breakdown** reported after the expiration of the **Contract**.

Item 2) e) is deleted in its entirety and replaced with the following: Any **Breakdown** that occurs after any alterations have been made to **Your Vehicle** by **You** or with **Your** knowledge (whether before or after the Contract Purchase Date), or if **You** are using or have used Your **Vehicle** in a manner not recommended by the manufacturer, including but not limited to: the failure of any custom or add-on part, trailer hitches, engine modifications, offset rims, frame or suspension lowering.

Item 2) f) is deleted in its entirety and replaced with the following: Repair costs or expenses if the odometer of the **Vehicle** has broken or becomes inoperable or unreliable for any reason and odometer repairs were not made immediately at the time of failure, or if the odometer has been tampered with, disconnected, or altered in any way while owned by **You**.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may not cancel this **Contract** except for material misrepresentation or fraud at time of sale or non-payment of Total Contract Price. Written notice of cancellation will be mailed to **You** at least ten (10) days prior to the cancellation of this **Contract** for non-payment of the Total Contract Price. At least thirty (30) days written notice of cancellation will be mailed to **You** for all other reasons. Cancellation will comply with Section 33-24-44 of the Georgia Code.

Refund Calculation paragraph is amended to replace the fifty-dollar ($50) cancellation fee with an administrative fee of 10% of the pro-rata refund amount or fifty dollars ($50), whichever is less, if the **Contract** is cancelled by **You**.

Limited Rights of Finance Company paragraph is deleted in its entirety and replaced with the following: If this **Contract** is financed, the **Finance Company** named on the first page of this **Contract** has the right to receive any portion of the cancellation refund amounts. The **Finance Company** has the right to cancel this **Contract** in the event of non-payment due to repossession or total loss of the vehicle.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in Georgia.

Hawaii: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is amended to include the following: If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail five (5) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If cancellation is due to non-payment of the Total Contract Price, material misrepresentation, or a substantial breach of duties under the **Contract**, such notice will not be required.

Refund Calculation paragraph is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Idaho: **INSURANCE STATEMENT** section is amended to include the following: Coverage afforded under this **Contract** is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: **HOW TO CANCEL THIS CONTRACT** section, **Refund Calculation** paragraph is amended to replace the fifty-dollar ($50) cancellation fee with a cancellation fee of either ten percent (10%) of the Total Contract Price or fifty dollars ($50), whichever is less.

Indiana: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: **Your** proof of payment to the **Seller** for this **Contract** shall be considered proof of payment to First Colonial Insurance Company, which guarantees **Our** obligations to **You**, providing such insurance was in effect at the time **You** purchased this **Contract**. This **Contract** is not insurance and is not subject to Indiana insurance law.

Iowa: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738.

HOW TO CANCEL THIS CONTRACT section, **Refund Calculation** paragraph is amended to include the following: The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser**. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**. If **You** cancel the **Contract**, written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation.

Louisiana: **IMPORTANT INFORMATION** section is amended as follows:

Item 4) is amended to include the following: This **Contract** is not regulated by the Department of Insurance.

Item 6) is amended to include the following: Any concerns or complaints regarding this **Contract** may be directed to the attorney general.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is amended to include the following: After sixty (60) days, **We** cannot cancel this **Contract** except:

1. If there has been a material misrepresentation or fraud at the time of sale of the **Contract**;
2. If **You** failed to maintain the motor **Vehicle** as prescribed by the manufacturer;
3. For a substantial breach of duties by **You** related to the **Vehicle** or its use; or
4. For non-payment of the Total Contract Price by **You**, in which case **We** will provide **You** notice of cancellation by certified mail.

We will mail **You** written notice of cancellation at least fifteen (15) days prior to cancellation stating the effective date of cancellation and the reason for the cancellation. Prior notice of cancellation will not be mailed if cancellation is due to numbers 1, 3 or 4 above.

Refund Calculation paragraph is amended to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Purchase Date and receive a one hundred percent (100%) refund of the Total Contract Price when no **Claim** has been made is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund if it is not made within forty-five (45) days of return of this **Contract** to **Us**.

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Maine: **HOW TO CANCEL THIS CONTRACT** section, **Refund Calculation** paragraph is deleted in its entirety and replaced with the following: If this **Contract** is cancelled within the first sixty (60) days from the Contract Purchase Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Total Contract Price and any sales tax refund required pursuant to state law. The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. If this **Contract** is cancelled after the first sixty (60) days from the Contract Purchase Date, **We** or the **Seller** will refund **You** a pro-rated amount of the Total Contract Price, based on the lesser of the months or miles remaining, less an administrative fee of fifty dollars ($50) or ten percent (10%) of the Total Contract Price, whichever is less. If **We** cancel this **Contract** for any reason other than non-payment of the Total Contract Price, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Total Contract Price, and **We** will mail a written notice to **Your** last known address at least fifteen (15) days prior to the cancellation effective date, stating the reason for cancellation and the cancellation effective date. All refunds will be paid to the **Finance Company**, if any; otherwise, the refund will be paid to **You**.

Maryland: **IMPORTANT INFORMATION** section is amended as follows: Item 6) is amended to include the following: Should we fail to perform the services under this **Contract**, this **Contract** is extended automatically and will not terminate until the services are provided in accordance with the terms of this **Contract**.

INELIGIBLE VEHICLES section, item 7) is deleted in its entirety and replaced with the following: Any vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty is no longer in effect for any reason.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** cannot cancel this **Contract** except:

1. If there has been a material misrepresentation or fraud at the time of sale of the **Contract**;
2. If there is a matter or issue related to the risk that constitutes a threat to public safety;
3. If there is a change in the condition of the risk that results in an increase in the hazard insured against;
4. For non-payment of premium; or
5. Due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver.

Refund Calculation paragraph is amended to delete the fifty-dollar ($50) cancellation fee; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is non-transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Limited Rights of Finance Company paragraph, first sentence is deleted in its entirety and replaced with the following: If **Your Contract** is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro rata, and excluding any expense constant, administrative fee not to exceed fifty dollars ($50), or any nonrefundable charge filed with and approved by the Commissioner.

HOW TO TRANSFER THIS CONTRACT section, item 5) b) is amended to delete the fifty-dollar ($50) transfer fee.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in Maryland.

Massachusetts: HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** for material misrepresentation, fraud, non-payment of Total Contract Price, a substantial breach of duties by **You** related to the **Vehicle** or its use, or if **We** find the **Vehicle** to be ineligible for coverage under the **INELIGIBLE VEHICLES** section.

Refund Calculation paragraph is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Minnesota: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is amended to include the following: Written notice of such cancellation will be mailed to **You** within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to **You** for cancellation due to non-payment of premium, material misrepresentation or substantial breach of duties by **You.**

Refund Calculation paragraph is amended to include the following: 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 this **Contract** to **Us**.

Mississippi: **INSURANCE STATEMENT** section, first sentence is deleted in its entirety and replaced with the following: This **Contract** is not supported by a manufacturer or distributor; however, **Our** obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may not cancel this **Contract** except:

1. For non-payment of the Total Contract Price by **You**;
2. Discovery of fraud or material misrepresentation by **You**; or
3. A substantial breach of duties by **You** related to the **Vehicle** or its use.

Refund Calculation paragraph is deleted in its entirety and replaced with the following: If this **Contract** is cancelled within the first sixty (60) days and no **Claim** has been paid, the **Seller** will refund **You** one hundred percent (100%) of the Total Contract Price. If **You** cancel this **Contract** after the first sixty (60) days from the Contract Purchase Date, or if a **Claim** has been paid, the **Seller** will refund **You** a pro-rated amount of the Total Contract Price, based on the lesser of the months or miles remaining, less a cancellation fee not to exceed ten percent (10%) of the Total Contract Price or fifty dollars ($50), whichever is less. If **We** cancel this **Contract** and no **Claim** has been paid, the **Seller** will refund **You** one hundred percent (100%) of the Total Contract Price. All refunds will be paid to **You** or credited to **Your** account. The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in Mississippi.

Missouri: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is amended to include the following: If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail within forty-five (45) days of the cancellation effective date.

Refund Calculation paragraph is amended to include the following: The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is non-transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

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Nebraska: **ARBITRATION** section is deleted in its entirety and replaced with the following: Any **Claim** or dispute in any way related to this **Contract**, by a person covered under this **Contract** against **Us** or **Us** against a person covered under this **Contract**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

a) no arbitrator shall have the authority to award punitive damages or attorney's fees;

b) neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and

c) no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Nevada: **CONTRACT TERM** section is amended to include the following: This **Contract** is non-renewable.

INELIGIBLE VEHICLES section, item 7) is deleted in its entirety and replaced with the following: Any vehicle that was reconstructed from salvage; declared a total loss; or declared a lemon. This **Contract** may not be initially issued to any vehicle described in the **INELIGIBLE VEHICLES** section of this **Contract**. However, the **INELIGIBLE VEHICLES** section does not apply if the manufacturer's warranty on **Your Vehicle** is cancelled at some time during the term of this **Contract** once the **Contract** has already been issued to **You**.

WHAT IS NOT COVERED section is amended as follows:

Item 2) k) is amended to include the following: **If the manufacturer's warranty on Your Vehicle becomes void for any reason during the term of this Contract, We will not automatically suspend or void all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other coverage under this Contract, unless such coverage is otherwise excluded by the terms of this Contract.**

Item 3) a) is deleted in its entirety and replaced with the following: **Any Breakdown resulting from neglect, abuse or misuse of Your Vehicle, or failure to protect Your Vehicle from further damage when any Breakdown has occurred, or any Breakdown that arises out of Your use of Your Vehicle in a manner not recommended by the manufacturer. However, this Contract will continue to cover any Breakdown that is not related to the non-manufacturer-recommended uses of Your Vehicle, unless such coverage is otherwise excluded by the terms of this Contract.**

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** during the first sixty-nine (69) days from the Contract Purchase Date for any reason. No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term or one (1) year after the Contract Purchase Date, whichever occurs first, except on any of the following grounds:

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a **Claim** for service thereunder; or
4. Discovery of either of the following if it occurred after the Contract Purchase Date and substantially and materially increased the service required under the **Contract**:
   a. An act or omission by **You**; or b. **Your** violation of any condition of the **Contract**.
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.

If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation.

Refund Calculation paragraph is amended by replacing the fifty-dollar ($50) cancellation fee with a twenty-five dollar ($25) cancellation fee; and, to include the following: If **We** cancel this **Contract** and a **Claim** has been paid, the **Seller** will refund **You** a pro-rated amount of the Total Contract Price, based on the lesser of the months or miles remaining. The right to cancel this **Contract** within the first sixty (60) days and receive and one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is non-transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**. No **Claims** paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada.

HOW TO TRANSFER THIS CONTRACT section, item 5) b) is amended to replace the fifty-dollar ($50) transfer fee with a transfer fee of twenty-five dollars ($25).

Limited Rights of Finance Company paragraph is amended to include the following: No cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to **You**.

INSURANCE STATEMENT section is amended to include the following: If **You** are not satisfied with the manner in which **We** are handling a **Claim**, **You** may contact the Nevada Insurance Commissioner at (888) 872-3234.

New Hampshire: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: If **You** have any questions or complaints regarding this **Contract**, **You** may contact **Us** by mail or by phone. Refer to the front of this **Contract** for **Our** address and toll-free number. In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301, 1-800-852-3416.

ARBITRATION section is deleted in its entirety and replaced with the following: It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. Arbitration shall only be required upon mutual agreement by **Us** and **You** to submit any controversy or claim arising out of or relating to this **Contract**, or a breach hereof, to binding arbitration at the time of such controversy or claim. Upon such agreement, disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties agree to binding arbitration to resolve any dispute, such arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. All arbitration shall be subject to New Hampshire RSA 542.

1) The arbitration shall take place in **Your** County of residence or other mutually agreed upon location in New Hampshire. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

3) **YOU** UNDERSTAND THAT UPON MUTUAL AGREEMENT TO BINDING ARBITRATION BY **YOU** AND **US** THAT **YOU** WILL NOT SUE **US** IN COURT, **YOU** ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS **CONTRACT**, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN THE PARTIES. The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

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4) CLASS ACTION WAIVER: **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

5) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

New Jersey: HOW TO CANCEL THIS CONTRACT section, **Refund Calculation** paragraph is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us.**

New Mexico: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** during the first sixty-nine (69) days from the Contract Purchase Date for any reason. No **Contract** that has been in effect for at least seventy (70) days will be cancelled by **Us** before the expiration of the agreed term or one (1) year after the Contract Purchase Date, whichever occurs first, except on any of the following grounds:

1. **Your** failure to pay an amount when due;
2. **You** are convicted of a crime that results in an increase in the service required under the **Contract**;
3. Discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a **Claim** for service thereunder; or
4. Discovery of either of the following if it occurred after the Contract Purchase Date and substantially and materially increased the service required under the **Contract**:
   a. An act or omission by **You**; or
   b. **Your** violation of any condition of the **Contract**.

If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation.

Refund Calculation paragraph is revised to delete the fifty-dollar ($50) cancellation fee; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days is not transferable and applies only to the original **Purchaser.** A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

INSURANCE STATEMENT section is amended to include the following: If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 1-855-427-5674. In the event that **You** experience a **Breakdown, We** will pay for or reimburse **You** for the **Authorized Amount**, in accordance with the terms and conditions contained in this **Contract**.

New York: **HOW TO CANCEL THIS CONTRACT** section, **Refund Calculation** paragraph is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund if it is not made within thirty (30) days of return of this **Contract** to **Us**.

By Us paragraph is amended to include the following: We shall mail a written notice to **You** at **Your** last known address contained in **Our** records at least fifteen (15) days prior to cancellation by **Us**. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by **You** relating to the **Vehicle.**

North Carolina: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may only cancel this **Contract** for non-payment of premium or for a direct violation of the **Contract** by **You**.

Refund Calculation paragraph is amended by replacing the fifty-dollar ($50) cancellation fee with a cancellation fee of twenty-five dollars ($25) or ten percent (10%) of the pro-rata refund amount, whichever is less.

Oklahoma: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts.

INSURANCE STATEMENT section is amended to include the following: Coverage afforded under this **Contract** is not guaranteed by the Oklahoma Insurance Guaranty Association.

HOW TO CANCEL THIS CONTRACT section, **Refund Calculation** paragraph, second sentence is deleted in its entirety and replaced with the following: If this **Contract** is cancelled after the first sixty (60) days from the Contract Purchase Date, or if a **Claim** was made within the first sixty (60) days, **You** will receive a refund of ninety percent (90%) of the unearned pro rata Total Contract Price.

ARBITRATION section is deleted in its entirety and replaced with the following: It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. All disputes between the parties are subject to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1) The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.

2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.

3) It is understood and agreed that, 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 district court. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial, prior to the outcome of arbitration. **YOU** UNDERSTAND THAT **YOU** ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN **YOU** AND **US** AND AN ARBITRATION OUTCOME HAS NOT YET BEEN REACHED, **YOU** WILL NOT SUE **US** IN COURT, **YOU** ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS **CONTRACT**, AND THAT AN ARBITRATOR WILL ATTEMPT TO RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN **YOU** AND **US**. The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

4) CLASS ACTION WAIVER: **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.

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5) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

Oregon: **INSURANCE STATEMENT** section is amended to include the following: Roadside assistance benefits or services are conducted by Allstate Motor Club, Incorporated; however, Pablo Creek Services, Inc. is ultimately responsible for providing these benefits. Any failure to provide such benefits by Allstate Motor Club, Incorporated or Pablo Creek Services, Inc. as specified in this contract will be covered by Pablo Creek Services, Inc.'s reimbursement insurance policy.

ARBITRATION section is deleted in its entirety and replaced with the following: It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. If **Claim** settlement cannot be reached through informal negotiation, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals. All disputes between the parties are subject to arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. The parties agree to submit all disputes to arbitration according to the Oregon law in effect at the time the dispute arises. Arbitration must occur in Oregon and can be binding by **Your** consent.

1) The arbitration shall take place in **Your** County of residence unless another location in Oregon is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
2) The cost of the arbitration proceeding, including the filing fee, shall be borne by **Us**. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3) It is understood and agreed that the arbitration shall be final and binding upon the parties by **Your** consent. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU** UNDERSTAND THAT IF **YOU** CONSENT TO BINDING ARBITRATION **YOU** ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN **YOU** AND **US**, **YOU** WILL NOT SUE **US** IN COURT, **YOU** ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS **CONTRACT**, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN **YOU** AND **US**. The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
4) CLASS ACTION WAIVER: **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
5) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

South Carolina: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: If **You** have any questions regarding this **Contract**, or a complaint against **Us**, **You** may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

HOW TO CANCEL THIS CONTRACT section, **Refund Calculation** paragraph is amended to include the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

Texas: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: If **You** have any questions regarding the regulation of this **Contract** or a complaint against **Us**, **You** may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is amended to include the following: If **We** cancel this **Contract** for any reason other than non-payment of the Total Contract Price or material misrepresentation by **You** to **Us**, **We** shall mail a written notice of cancellation to **You** at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

Refund Calculation paragraph is amended to include the following: The right to cancel this **Contract** within the first sixty (60) days when no **Claim** has been made and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is not transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the **Contract** to **Us**.

INSURANCE STATEMENT section is deleted in its entirety and replaced with the following:

Our obligations under this **Contract** are insured by an insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies. If a covered **Claim** is not paid or a covered service is not provided within sixty (60) days after **You** have filed proof of loss with **Us** or a refund or credit is not paid before forty-five (45) days after return of the **Contract** to **Us**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224.

Utah: **INSURANCE STATEMENT** section is deleted in its entirety and replaced with the following: **Our** obligations under this **Contract** are insured by an insurance policy issued by First Colonial Insurance Company, a member of the Allstate family of companies. If any **Claim** is not paid or a covered service is not provided within sixty (60) days after **You** have filed proof of loss with **Us**, **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224. Coverage afforded under this **Contract** is not guaranteed by the Utah Property and Casualty Guaranty Association.

IMPORTANT INFORMATION section, item 6) is amended to include the following: This **Contract** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. There is no deductible for this **Contract**.

ADDITIONAL BENEFITS and **HOW TO FILE A CLAIM** sections are amended to include the following: If **You** fail to give any notice or file any proof of loss required by this **Contract** within the time specified in this **Contract**, it does not invalidate a **Claim** made by **You** if **You** show 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 was filed as soon as reasonably possible.

HOW TO FILE A CLAIM section, **Emergency Repairs** paragraph is deleted in its entirety and replaced with the following: If an emergency occurs which requires a covered **Breakdown** repair to be made at a time when **Our** office is closed and prior authorization for the repair cannot be obtained, **You** should follow all of the **Claim** procedures outlined in this section with the exception of item 5. Obtain Payment Authorization. After following these instructions, contact **Us** for **Claims** instructions on the next business day at (888) 251-6441, or as soon as reasonably possible.

HOW TO CANCEL THIS CONTRACT section, **By Us** paragraph is deleted in its entirety and replaced with the following: If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the actual reason for the cancellation, to **Your** last known mailing address at least:

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1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Total Contract Price;
2. Forty-five (45) days before the effective date of cancellation if cancelled for any other reason.

ARBITRATION section, item 3), is deleted in its entirety and replaced with the following: Any matter in dispute between **You** and **Us** may be subject to arbitration as an alternative to court action pursuant to the rules of The American Arbitration Association 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. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

Virginia: ACKNOWLEDGEMENT section, item 6) is amended to include the following: If any promise made in the Contract has been denied or has not been honored within sixty (60) days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs to at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

Washington: All references to Administrator throughout this **Contract** are replaced with Service Provider.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** for material misrepresentation, fraud, or non-payment of Total Contract Price.

Refund Calculation paragraph is amended by replacing the fifty dollar ($50) cancellation fee with a twenty-five dollar ($25) cancellation fee; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Purchase Date when no **Claim** has been made and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is non-transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this **Contract** to **Us**.

Limited Rights of Finance Company paragraph is deleted in its entirety and replaced with the following: If **We** have notice of a **Finance Company** and a Discharge of Lien is not provided, any refund will be issued to the **Finance Company**. The **Finance Company** has the right to cancel this **Contract** in the event of non-payment, provided the Total Contract Price was financed. If cancelled, the **Contract** will not be reinstated.

INSURANCE STATEMENT section is deleted in its entirety and replaced with the following: **Our** obligations under this **Contract** are guaranteed by a reimbursement insurance policy issued by First Colonial Insurance Company, Policy Number: PCSVRWA1. **You** may file a **Claim** directly with First Colonial Insurance Company at (800) 621-4871; 1776 American Heritage Life Drive, Jacksonville, FL 32224 at any time.

ARBITRATION section, paragraph 3) is amended to include the following: The Insurance Commissioner of Washington is the Service Provider's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this **Contract**.

West Virginia: **HOW TO CANCEL THIS CONTRACT** section, **Refund Calculation** paragraph is amended by deleting the fifty-dollar ($50) cancellation fee.

INSURANCE STATEMENT section, second sentence is amended as follows: Sixty (60) days is replaced with fifteen (15) working days.

ARBITRATION section is deleted in its entirety and replaced with the following: It is understood and agreed that the transaction evidenced by this **Contract** takes place in and substantially affects interstate commerce. Arbitration shall only be required upon mutual agreement by **Us** and **You** to submit any controversy or claim arising out of or relating to this **Contract**, or a breach hereof, to binding arbitration at the time of such controversy or claim. Upon such agreement, disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this **Contract**, disputes regarding recovery of any **Claim** or refund under this **Contract**, and disputes arising out of or relating in any way to the sale or marketing of this **Contract**. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator.

1) The arbitration shall take place in **Your** County of residence unless another location is mutually agreed upon by the parties. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. AAA rules and forms will be obtained and all claims shall be filed at www.adr.org or at any AAA office.
2) Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
3) It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial, if the parties mutually agree to arbitration. **YOU** UNDERSTAND THAT UPON MUTUAL AGREEMENT TO BINDING ARBITRATION BY **YOU** AND **US** THAT **YOU** WILL NOT SUE **US** IN COURT, **YOU** ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS **CONTRACT**, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN **YOU** AND **US**. The arbitrator can award the same damages and relief as a court and may award equitable relief, including injunctive relief. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. An award in arbitration shall be in writing and will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
4) CLASS ACTION WAIVER: **You** agree not to participate as a representative or member of any class of claimants proceeding against **Us** in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
5) All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this provision and other provisions of this Contract, this provision shall govern. This provision shall be governed by the Federal Arbitration Act.

Wisconsin: **IMPORTANT INFORMATION** section, item 6) is amended to include the following: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

HOW TO FILE A CLAIM section, item 5) is amended to include the following: Failure to receive preauthorization will not cause **Your Claim** to be denied, but **You** should contact **Us** as soon as reasonably possible.

HOW TO FILE A CLAIM section, item 8) is deleted in its entirety and replaced with the following: To obtain payment for a covered **Breakdown**, **You** or the **Approved Repair Facility** must submit a legible copy of the repair invoice to **Us**. Repair invoices must include the following: authorization number, **Authorized Amount**, **Your** name, address, phone number and signature; repair facility name, address, and phone number; Vehicle Identification Number (VIN), **Vehicle** mileage and repair date; **Your** description of the **Breakdown** and the repair facility's description of the diagnosis and repair; part numbers, part descriptions and prices; labor hours, labor descriptions, labor rate; and the total amount requested for payment. All documents pertaining to a **Claim** must be submitted to **Us** as soon as reasonably possible and within one (1)

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year from the date of the covered **Breakdown** to be eligible for payment. Failure to provide receipts within this time period may result in the denial of reimbursement. When submitting **Your Claim** for payment, send only photocopies of **Your** documents. Keep the originals for **Your** records. A **Claim** will not be denied for failure of the repair facility to submit invoices to **Us** within ninety (90) days of the completion of the authorized repairs.

LIMITS OF LIABILITY section, **Our Right to Recover Payment** paragraph, is deleted in its entirety and replaced with the following: After **You** are made whole, **Your** rights of recovery from anyone else becomes **Ours** up to the amount **We** have paid. **You** must protect these rights and help **Us** enforce them.

WHAT IS NOT COVERED section, item 2) c) is deleted in its entirety.

HOW TO CANCEL THIS CONTRACT section is amended as follows:

By You paragraph is amended to include the following: **You** may cancel this **Contract** at any time in the event of total loss of property covered by this **Contract** that is not covered by a replacement of the property pursuant to the terms of the **Contract.**

By Us paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** for material misrepresentation or fraud at time of sale, substantial breach of duties by the **Purchaser** relating to **Contract** coverage, or non-payment of Total Contract Price. If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to **Your** last known mailing address at least five (5) days prior to the effective date of the cancellation.

Refund Calculation paragraph is amended to delete the fifty-dollar ($50) cancellation fee; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser.** A ten percent (10%) penalty per month shall be add to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

INSURANCE STATEMENT section, second sentence is deleted in its entirety and replaced with the following: In the event **We** do not provide, or reimburse, or pay for a service that is covered under this **Contract** within sixty (60) days after **You** provide proof of loss, OR IF **WE** BECOME INSOLVENT OR OTHERWISE FINANCIALLY IMPAIRED, **YOU** MAY FILE A CLAIM DIRECTLY WITH FIRST COLONIAL INSURANCE COMPANY FOR REIMBURSEMENT, PAYMENT, OR PROVISION OF SERVICES.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in the state of Wisconsin.

Wyoming: **HOW TO CANCEL THIS CONTRACT** section is amended as follows:

By Us paragraph is amended to include the following: If **We** cancel this **Contract**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to **Your** last known mailing address at least: Ten (10) days before the effective date of cancellation if cancelled for any reason other than non-payment of the Total Contract Price; a material misrepresentation by **You** to the provider; or a substantial breach of duties by **You** relating to the covered product or its use.

Refund Calculation paragraph is amended to add the following: The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Total Contract Price is exclusive to the original **Purchaser** and is non-transferrable. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this **Contract** to **Us**.

ARBITRATION section is deleted in its entirety as Arbitration does not apply in Wyoming.

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