



Tire & Wheel Protection Service Contract

Contract Number:
TW-

CONTRACT HOLDER INFORMATION

| | | | | | |
|------------|--|-------------|-----------|---------------|--|
| Last Name: | | First Name: | | Phone Number: | |
| Address: | | | | | |
| City: | | State: | ZIP Code: | Email: | |

VEHICLE & SALE INFORMATION

| | | | | | |
|---------------------|------------------------|---------------------|--------------------------------------|--|--|
| Year: | Make: | Model: | Vehicle Identification Number (VIN): | | |
| Contract Sale Date: | Sale Odometer Reading: | Vehicle Sale Price: | Contract Sale Price: | | |

PROGRAM COVERAGE OPTIONS

| Coverage Levels <i>Choose One</i> | Contract Term |
|--|--|
| <input type="checkbox"/> Tire & Wheel ♦ Tire Repair/Replacement ♦ Wheel (Rim) Repair/Replacement ♦ Tire Pressure Monitoring System ♦ Mounting and Balancing | MONTHS OF COVERAGE: _____ YOUR CONTRACT EXPIRES ON: ___/___/___ |
| <input type="checkbox"/> Tire & Wheel Plus Tire & Wheel Coverage and: ♦ Alloy Wheel Cosmetic Repair | |
| Additional Benefits for Both Coverage Levels <ul style="list-style-type: none"> ♦ Roadside Assistance ♦ Rental Vehicle ♦ Trip Interruption | |

LENDER/LESSOR

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

SELLER INFORMATION

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

ACKNOWLEDGEMENT

- 1) This **Tire & Wheel Protection Service Contract** ("Contract") is between the **Contract Holder** ("You", "Your") named above and Pablo Creek Services, Inc. ("We", "Us", "Our") identified below as Administrator and Obligor for this **Contract**.
- 2) **You** and the **Seller** ("Seller") named above confirm that the information provided is accurate and complete. The **Seller** confirms that the **Vehicle** is eligible for the coverage selected above.
- 3) **This Contract is not an insurance policy or product warranty, implied or otherwise.**
- 4) **The purchase of this Contract is not required in order to purchase or obtain financing for the Vehicle.**
- 5) By signing below, **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.
- 6) **YOU ACKNOWLEDGE THIS CONTRACT CONTAINS AN ARBITRATION PROVISION, AND YOU UNDERSTAND AND AGREE TO ITS TERMS.**

Contract Holder Signature and Date

Seller's Representative Signature and Date

| | |
|--------------------------|---|
| <input type="checkbox"/> | Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller 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. The implied warranty of merchantability on the Vehicle is not waived if this Contract has been purchased within ninety (90) days of the sale date of the Vehicle from the Seller . |
|--------------------------|---|

Pablo Creek Services, Inc., P.O. Box 40525 Jacksonville, FL 32203-0525

Go to allstatecarcare.com to register as a customer and view your account information

All Claims must be authorized by Us 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: (877) 204-2242

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

Terms and Conditions

DEFINITIONS

Alloy Wheels: Wheels composed of aluminum or magnesium or a combination of both, with a brushed, powder coated, or painted surface and that are not **Ineligible Wheels**.

Approved Repair Facility: The **Seller** or a licensed repair facility that has a Tax Identification Number ("TIN") and is approved by **Us**.

Authorized Amount: The total amount of a **Claim** authorized by **Us**. Any charges that exceed the **Authorized Amount** are **Your** responsibility.

Canadian Vehicles: A vehicle that was manufactured for distribution and use in Canada and legally brought into the United States.

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

Cosmetic Damage: Minor scratches to the **Vehicle's Alloy Wheels** that do not affect the structural integrity of the wheel and can be repaired through normal cosmetic repair procedures.

Covered Tires/Wheels: Tires and wheels installed on the **Vehicle** that meet the Original Equipment Manufacturer's (OEM) approved specifications for the **Vehicle**.

Ineligible Tires/Wheels: Tires or wheels that do not meet the Original Equipment Manufacturer's (OEM) approved specifications for the **Vehicle**.

Public Roadway: A paved or gravel roadway that is maintained by federal, state, or local authorities.

Road Hazard: A condition on a **Public Roadway** which should not be present; e.g. potholes, nails, glass, or other road debris.

Road Hazard Damage: Visible damage that occurs when a **Covered Tire/Wheel** fails as a result of a **Road Hazard** during the course of driving on a **Public Roadway** or damage to a **Covered Tire/Wheel** due to impact with a curb.

Vehicle: The vehicle identified on the first page under Vehicle & Sale Information which meets **Our** underwriting guidelines for condition, vehicle type and use.

CONTRACT TERM

Unless this **Contract** is cancelled in writing, the term of this **Contract** begins on the Contract Sale Date and ends on the date equal to the Contract Sale Date plus the Months of Coverage stated under Contract Term on the first page of this **Contract**.

YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE

You must:

- 1) Maintain the **Vehicle** in accordance with the manufacturer's recommendations, including but not limited to proper rotation, balancing, and inflation of **Covered Tires**.
- 2) Use all reasonable means to protect **Covered Tires/Wheels** from additional damage when a known problem exists.
- 3) Replace the **Covered Tires** when any part of the tread depth reaches two thirty-seconds of an inch (2/32") or when **Covered Tires** show evidence of dry rot or improper wear. If **Covered Tires** are properly replaced with new tires that meet the Original Equipment Manufacturer's (OEM) specifications for the **Vehicle**, then **Your** replacement tires are covered for the remaining term of this **Contract**.

DO NOT ATTEMPT TO REPAIR A DAMAGED COVERED TIRE OR WHEEL YOURSELF.

SCHEDULE OF COVERAGE

For all coverage identified in this section, please retain all receipts and refer to the HOW TO FILE A CLAIM section for instructions on filing a **Claim**. Refer to the WHAT IS NOT COVERED section for exclusions that apply to the coverage in this SCHEDULE OF COVERAGE section.

TIRE & WHEEL:

If **You** selected the Tire & Wheel Coverage Level on the first page of this **Contract**, the following benefits apply:

In the event of **Road Hazard Damage** to **Covered Tires/Wheels**, **We** will pay the cost to repair the damaged **Covered Tires/Wheels**. Unrepairable tires/wheels will be replaced.

- **Tire Repair:** If the **Covered Tire** can be safely repaired, **We** will pay the cost of the tire repair. **You** do not need to contact **Us** before having a tire repaired. The maximum amount payable for a tire repair is the lesser of the advertised price of the servicing facility or thirty-five dollars (\$35) per tire or sixty-five dollars (\$65) per run-flat tire. **You** are responsible for any amounts exceeding this per tire limit.
- **Tire Replacement:** If the **Covered Tire** cannot be safely repaired per Tire Industry Association (TIA) or Rubber Manufacturers Association (RMA) repair guidelines, **We** will pay the reasonable cost to replace a **Covered Tire**. **Tires must be replaced with new tires of the same specifications.**
- **Wheel (Rim) Repair/Replacement:** **We** will pay the reasonable cost to repair or, if not repairable, to replace a **Covered Wheel** that sustains **Road Hazard Damage**. **Covered Wheels** are only eligible for replacement if the **Road Hazard Damage** prevents the **Covered Tire** from forming an airtight seal or the **Covered Wheels** cannot be balanced.
- **Tire Pressure Monitoring System (TPMS):** **We** will pay the reasonable cost to replace pressure sensors or TPMS components on a **Covered Wheel** that sustains **Road Hazard Damage**. Only sensors/components mounted directly to the **Covered Wheel** and damaged solely as a result of covered **Road Hazard Damage** are eligible.
- **Mounting and Balancing:** When a **Covered Tire/Wheel** assembly sustains **Road Hazard Damage** requiring replacement, **We** will pay the reasonable cost for mounting, balancing, valve stems and disposal. The maximum amount payable is the lesser of either: 1) the advertised price of the servicing facility; or 2) thirty dollars (\$30) per tire or forty dollars (\$40) per run-flat tire.

TIRE & WHEEL PLUS:

If **You** selected the Tire & Wheel Plus Coverage Level on the first page of this **Contract**, in addition to all benefits provided under the Tire & Wheel section above, the following benefits also apply:

ALLOY WHEEL COSMETIC REPAIR:

We will pay the reasonable cost to repair **Cosmetic Damage** only to **Alloy Wheels** on the **Vehicle**. **Alloy Wheels** do not include chrome or chrome-clad wheels. If the **Cosmetic Damage** is repairable and the **Covered Wheel** is bent, **We** will pay the reasonable cost to straighten the **Covered Wheel** and repair the **Cosmetic Damage**. **Alloy Wheels** that cannot be repaired through normal cosmetic repair procedures will not be replaced under this **Contract**. **We** cannot guarantee an exact color or texture match of a repaired wheel to the other **Alloy Wheels** on the **Vehicle**. **We** are not responsible for any costs, damages or liability in the event that the color or texture does not match.

For all coverage identified in this section, please retain all receipts and refer to the HOW TO FILE A CLAIM section for instructions on filing a **Claim**. Refer to the WHAT IS NOT COVERED section for exclusions that apply to the coverage in this section.

ADDITIONAL BENEFITS

ROADSIDE ASSISTANCE

Towing: If the **Vehicle** becomes disabled due to a **Road Hazard Damage** and requires towing, **You** may have the **Vehicle** towed to the **Seller** or an **Approved Repair Facility** of your choice. **Your** benefit limit is one hundred dollars (\$100) per occurrence.

Emergency Road Services: Flat tire changing assistance consists of removal of the flat tire and installation of **Your** inflated spare tire. **We** will pay up to one hundred dollars (\$100) per occurrence. This contract excludes services for jump starts, fuel delivery, and lockout assistance.

Please contact **Us** at (877) 204-2242 to have services dispatched 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.

RENTAL VEHICLE/ALTERNATE TRANSPORTATION REIMBURSEMENT

If events or repairs covered under this **Contract** require 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 ride sharing, 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 three (3) 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.

TRIP INTERRUPTION REIMBURSEMENT

If covered **Road Hazard Damage** that requires the **Vehicle** to be left at an **Approved Repair Facility** overnight occurs more than one hundred (100) miles from **Your** home and before **You** reach **Your** destination, **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 **Covered Tire/Wheel** is repaired/replaced, whichever comes 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.

HOW TO FILE A CLAIM

ALL CLAIMS MUST BE AUTHORIZED BY US BEFORE STARTING REPAIRS, OR THEY MAY NOT BE COVERED.

FOR TOWING, FLAT TIRE CHANGING ASSISTANCE, OR CLAIMS SERVICE CALL: (877) 204-2242

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

For Tire Repairs only: **You** may have repairs completed without prior authorization and submit your documents for reimbursement. Tire Repair maximums are subject to the terms of this **Contract**.

In the event of a **Claim**, **You** are responsible to ensure that **You** and **Your Approved Repair Facility** follow the procedures listed in this **Contract**. **You** are responsible for all expenses and repair costs not covered under this **Contract**. **To obtain benefits under this Contract, You must:**

- 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. This **Contract** will not cover additional damage caused by **Your** failure to prevent further damage.
- 2) **Return the Vehicle to the Seller:** If it is not possible to return the **Vehicle** to the **Seller**, contact **Us** for an **Approved Repair Facility**. Have **Your Approved Repair Facility** contact **Us** prior to authorizing any diagnosis.
- 3) **Copy Your 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** damage 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 in order to diagnose the damage and complete the repair estimate.
- 5) **Obtain Prior Authorization:** It is **Your** responsibility to instruct **Your Approved Repair Facility** to contact **Us** to obtain prior 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 any additional repairs are required after authorization is given they must also receive prior authorization before being started. The authorization **We** provide is subject to the following conditions:
 - a. **We** reserve the right to provide replacement aftermarket and/or like kind and quality components to repair the **Vehicle** or move the **Vehicle** to another servicing facility at **Our** expense if an agreement on the replacement cost cannot be reached with the **Approved Repair Facility**.
 - b. **We** may inspect the **Vehicle** prior to authorizing any repair.
 - c. Authorization is granted based on the information provided during the claim process. If any documentation submitted does not substantiate the information provided during the authorization call, **Your Claim** may be denied or payment may be reduced.
 - d. All repairs, including any determination of the reparability of damage, are subject to a certified technician's discretion. **You** acknowledge that the repair may not return the damaged area to the original pre-damaged appearance.
- 6) **Authorize the Repair:** **We** will provide an authorization number and an **Authorized Amount** to **Your Approved Repair Facility** upon approval. This authorization is for payment of the **Authorized Amount** only. Any charges that exceed the initial **Authorized Amount** must receive additional approval from **Us** or **You** will be responsible for these charges. **We** only authorize *payment* for covered repairs; **You** are responsible for authorizing the actual *completion* of repairs. **You** must not authorize repairs until **We** have issued an authorization number to the **Approved Repair Facility**.
- 7) **Request Reimbursement:** To obtain payment for covered repairs and/or replacements, **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; Vehicle Identification Number (VIN); **Vehicle** mileage; repair date; **Your** description of the damage; the repair facility's description of the diagnosis and repair; part numbers, descriptions and prices; labor hours, descriptions and 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 the documents within ninety (90) days may result in payment denial. When submitting **Your Claim** for payment, send only photocopies of **Your** documents. Keep the originals for **Your** records.

Emergency Claim Procedures: To have repairs completed or obtain benefits when **Our** office is closed **You** may elect to either proceed with repairs or wait until **You** are able to obtain prior authorization from **Us**. If **You** elect to proceed with repairs **You** must: Retain all tires, wheels or other parts that are replaced; take clear pictures of any object(s) that caused a tire to need replacement while the object(s) is in the tire; retain any object(s) removed from the tire; take clear pictures of wheel damage prior to any bends being straightened or **Cosmetic Damage** being repaired; pay for the repairs and related expenses; retain all documents, replaced parts, pictures and receipts; and contact **Us** on the first business day following **Your** emergency repairs for reimbursement instructions.

LIMITS OF LIABILITY

Our total liability under this **Contract** will not exceed the amount required to fully compensate **You** for **Your** approved **Claim(s)** up to the **Authorized Amount(s)**. **You** are responsible for any expenses over the per occurrence limits and for any non-covered or unauthorized expenses.

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(s).

This section contains a summary of benefit limits for eligible services You may receive under this Contract. Refer to the SCHEDULE OF COVERAGE and WHAT IS NOT COVERED for full details about Your benefits and applicable limits and exclusions.

All Coverages: The Manufacturer's Suggested Retail Price ("MSRP") for replacement parts will be the maximum part cost paid under this Contract.

Tire Repair: Lesser of either 1) the advertised price of the servicing facility; or 2) thirty-five dollars (\$35) per tire or sixty-five dollars (\$65) per run-flat tire.

Tire/Wheel Replacement: Lesser of the advertised price of the servicing facility or the Manufacturer's Suggested Retail Price (MSRP).

Wheel Repair/Alloy Wheel Cosmetic Repair: Reasonable cost of repair only.

Towing: Up to one hundred dollars (\$100) per occurrence.

Emergency Road Services: Up to one hundred dollars (\$100) per occurrence.

Rental Vehicle/Alternate Transportation Reimbursement: Forty dollars (\$40) per day, up to three (3) days.

Mounting and Balancing: Lesser of either 1) the advertised price of the servicing facility; or 2) thirty dollars (\$30) per tire or forty dollars (\$40) per run-flat tire. Limit one (1) mounting and rebalancing per Covered Tire/Wheel assembly when the assembly is damaged.

Trip Interruption Reimbursement: Three (3) days' worth of eligible expenses not to exceed five hundred dollars (\$500) per occurrence.

INELIGIBLE VEHICLES

The following vehicles are ineligible under this Contract:

- 1) Any vehicle that is older than current calendar year minus fifteen (15) years at the time of sale.
- 2) Any imported vehicle that does not meet U.S. federal or Canadian motor vehicle standards.
- 3) Any vehicle that has the following characteristics: dump bed, step-van, incomplete vehicles, right hand steering vehicles, or vehicles that have special bodies designed for commercial use.
- 4) 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 (except for Canadian Vehicles).
- 5) Any vehicle that 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 driver for on-demand ride sharing [e.g. Uber, Lyft, etc.]); vehicles used for municipal or professional emergency or police services; vehicles used to tow a trailer whose weight exceeds the manufacturer's recommendations for that vehicle.
- 6) Any vehicle with tires/wheels that do not meet the Original Equipment Manufacturer (OEM) approved specifications for the Vehicle.

WHAT IS NOT COVERED

THIS CONTRACT WILL NOT PAY OR REIMBURSE FOR:

- 1) Any pre-existing, consequential, incidental, or secondary damages.
- 2) Any repairs completed without Our prior authorization except as allowed under the Emergency Claim Procedures paragraph of the HOW TO FILE A CLAIM section of this Contract.
- 3) Unreasonable costs You may incur as a result of the need to obtain benefits under this Contract.
- 4) Personal expenses arising because the Vehicle is not available for Your use, except as provided in this Contract.
- 5) Costs not identified as covered in the SCHEDULE OF COVERAGE or that exceed the limits stated in this Contract.
- 6) Storage or freight charges.
- 7) Any costs arising from Your failure to follow the instructions in the YOUR RESPONSIBILITIES FOR SERVICE AND MAINTENANCE section of this Contract.
- 8) Any damage occurring during or as a result of a repair.
- 9) Liability for damage to property; injury to any person; or death of any person arising out of the operation, maintenance or use of the Vehicle, whether or not related to Vehicle damage.
- 10) Damage incurred outside the fifty (50) United States, the District of Columbia or Canada.
- 11) Unpaid invoices or services not performed, not authorized by Us, or not as described at the time We granted authorization.
- 12) Loss, damage, or expense caused by the following: accident(s) or collision(s) that also resulted in suspension, body, frame, or undercarriage damage; theft; snow chains/cables; explosion; acts of nature; water; malicious mischief; vandalism; civil commotion; riots; war; or acts of terrorism.
- 13) Repairs made by anyone other than an Approved Repair Facility licensed to perform repairs in the area where it does business.
- 14) Costs related to any vehicle identified in the Ineligible Vehicles section of this Contract.
- 15) Any Claim submitted for approval after termination of this Contract or after a change of Vehicle ownership where this Contract was not transferred in accordance with the HOW TO TRANSFER THIS CONTRACT section.
- 16) Environmental damage including rust, corrosion, hail or damage from chemicals.
- 17) Any repair or replacement cost for which the manufacturer has announced its responsibility through any means, including public recalls or factory service bulletins.
- 18) Any repair or replacement cost covered under a repairer's or supplier's guarantee or warranty.
- 19) Any repair or replacement cost incurred for a vehicle other than the one listed on the first page of this Contract.
- 20) Any repair or replacement expenses paid for or for which you are reimbursed under the provisions of any limited warranty, manufacturer's warranty, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy.
- 21) Failures to Covered Tires/Wheels occurring when any part of the tire tread that comes in contact with the road has a tread depth of two thirty-seconds of an inch (2/32") or less.
- 22) Any expense related to Ineligible Tires/Wheels.
- 23) Tires or wheels damaged as a result of defects; wear and tear; dry rot; cracking or peeling; incidental or consequential damage; wheel alignment; valve stem corrosion; valve stem leakage or failure; tire sealants; brake lock up; wheel spinning; attaching hardware; wheel covers; and "space saver" style spare tires.
- 24) Internal tire structure failures or cracks in wheels where there is no additional evidence of impact from a Road Hazard.
- 25) Tire replacement due solely to road force balance machine readings where no evidence of impact is present.
- 26) Loss, damage or expense as a result of use on a non-Public Roadway.
- 27) Damage caused by mechanical failures (e.g. failed shocks, struts, airbags, alignment, balancing) or interference with vehicle components (e.g. fenders, exhaust, springs).
- 28) Covered Tires/Wheels that have been repaired in a manner other than per industry approved methods, which include TIA and/or RMA repair guidelines.
- 29) Tires that have been retreaded; recapped; regrooved; remolded; or tubed.

- 30) Damage to used tires that have been installed on the Vehicle after the sale of the Contract or to wheels if used tires are mounted on the Covered Wheels after the sale of the Contract.
- 31) Failures to pressure sensors or TPMS components not resulting from covered Road Hazard Damage, including but not limited to improper removal or installation; blocked pressure ports; low battery power; and mechanical or electrical failures.
- 32) Pressure sensors or TPMS components not permanently attached to the covered wheel, including but not limited to warning lights/indicators; receivers/control units; antennae; transceivers; display units; and monitors.
- 33) Wheel mounting hardware or shop supplies.
- 34) Damage to permanently attached wheel covers.
- 35) Damage incurred from driving in construction zones.
- 36) Replacement of wheels when a certified technician determines the Cosmetic Damage cannot be repaired.
- 37) Cosmetic repairs to any type of wheel or rim manufactured with any material other than an alloy of aluminum or magnesium, or a combination thereof, with a factory brushed, painted, or powder-coated surface.
- 38) Replacement of a Covered Wheel where the Cosmetic Damage to the wheel is too great to be repaired but a certified technician determines the wheel is still sealing with the tire and will properly balance.
- 39) Services for jump starts, fuel delivery, and lockout assistance.
- 40) Expenses for fuel; insurance; tolls; GPS or similar equipment; or maintenance charges.
- 41) The cost of a rental vehicle or alternate transportation during delays due to repair facility scheduling.

HOW TO CANCEL THIS CONTRACT

By You: You may cancel this Contract at any time. To expedite Your cancellation, please contact the Seller. The Seller will assist You with Your cancellation request. If the Seller is no longer in business, or is under different ownership, or if You have contacted the Seller and still require further assistance, You may submit Your cancellation request directly to Us in writing with the following information: 1) Vehicle Identification Number (VIN), 2) Contract number, and 3) reason for cancellation. To ensure timely processing, please include copies of payoff letter and/or trade in documentation, if applicable.

By Us: We may cancel this Contract for material misrepresentation, fraud, non-payment of Contract Sale 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 You one hundred percent (100%) of the Contract Sale Price. If You cancel this Contract after the first sixty (60) days from the Contract Sale Date, or if a Claim has been paid, the Seller will refund You a prorated amount of the Contract Sale Price, based on the months remaining, less a fifty dollar (\$50) cancellation fee. If We cancel this Contract and no claims have been paid, the Seller will refund You one hundred percent (100%) of the Contract Sale Price. All refunds will be paid to the Lender/Lessor, if any; otherwise, the refund will be paid to You. If the Seller is no longer in business We will provide any refund due.

Limited Rights of Lender/Lessor: If Your Contract is financed, the Lender/Lessor named on the first page of this Contract has the right to receive any portion of the cancellation refund amounts. The Lender/Lessor shall have no rights under this Contract, except to cancel this Contract in the event of total loss or repossession, provided the Contract Sale Price was financed. If the Vehicle is repossessed, stolen or declared a total loss, You authorize the Lender/Lessor to cancel this Contract.

HOW TO TRANSFER THIS CONTRACT

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

- 1) The 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) You submit a completed transfer request form to Us within thirty (30) days of an ownership change. You must include a fifty dollar (\$50) transfer fee.
- 4) To transfer this Contract please contact the Seller or Us to obtain the appropriate transfer request form.

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 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 State Disclosures section of this Contract for your specific state.

SAMPLE

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES FOR THE SELLER'S 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 Contract Sale Price by **You** or a material misrepresentation by **You** to **Us** relating to the **Covered Tires/Wheels** or their 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 Sale Date and receive a one hundred percent (100%) refund of the Contract Sale Price when no **Claim** has been made is exclusive to the original **Contract Holder** 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 cancellation 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 Contract Sale 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 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 Contract Sale Price, based on months remaining; and, to include the following: The right to cancel this **Contract** within the first sixty (60) days from the original Contract Sale Date and receive a one hundred percent (100%) refund of the Contract Sale Price when no **Claim** has been made is exclusive to the original **Contract Holder** 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: CONTRACT ACKNOWLEDGEMENT section, item 5) 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 1) is deleted in its entirety and replaced with the following: **Any pre-existing damages unless known or should reasonably have been known by Us or the Seller, consequential, incidental, or secondary damages.**

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) prior use or unlawful acts relating to the **Covered Tires/Wheels**, (3) **Our** misrepresentation, and (4) ineligibility of the tire(s) or wheel(s) 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 Contract Sale 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. Written notice of cancellation is not required if the **Contract** cancellation is due to nonpayment of the Contract Sale Price by **You** or a material misrepresentation by **You**, or a substantial breach of duties by **You** relating to the **Covered Tires/Wheels** or their use.

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 Sale Date and receive a one hundred percent (100%) refund of the Contract Sale Price when no **Claim** has been made is exclusive to the original **Contract Holder** and is not transferrable.

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

California: INSURANCE STATEMENT section is deleted in its entirety and replaced with the following: Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: First Colonial Insurance Company, 1776 American Heritage Life Drive, Jacksonville, FL 32224. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the department's Internet Web site (www.insurance.ca.gov)

ADDITIONAL BENEFITS section is amended as follows: All references in this section and throughout this **Contract** to Towing and Emergency Road services being provided through Allstate Motor Club, Inc. are deleted and replaced with the following: Towing and Emergency Road Services are administered through Allstate Motor Club, Inc on behalf of Pablo Creek Services, Inc.

Towing paragraph is amended to include the following: **Additional Towing Benefit:** **You** may also call Allstate Motor Club in the event that **You** have taken **Your Vehicle** to a repair facility that will not supply the minimum repair warranty and **Your Vehicle** will be towed to the nearest **Approved Repair Facility** at no charge to **You**.

LIMITS OF LIABILITY section, **Our Rights to Recover Payment** paragraph is deleted in its entirety and replaced with the following: 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 assist **Us** in enforcing 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**.

WHAT IS NOT COVERED section is amended to include the following: **This Contract does not cover pre-existing conditions.**

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** at any time due to **Your** failure to pay the Contract Sale Price as agreed by mailing written notice to **You** stating the reason for the cancellation and the cancellation effective date at least five (5) days before the cancellation effective date. **We** may cancel this **Contract** at any time due to **Your** material misrepresentation or fraud at time of sale by mailing written notice to **You** stating the specific nature of misrepresentation.

Refund Calculation paragraph is amended to replace the fifty dollar (\$50) cancellation fee of either ten percent (10%) of the price of this **Contract** or twenty-five dollars (\$25), whichever is less. No cancellation fee will apply in the event **We** cancel this **Contract**. If **We** cancel this **Contract** due to your misrepresentation or fraud at the time

of sale, **We** or the **Seller** will refund **You** a pro-rated amount of the Contract Sale Price, based on the months remaining. Any refund owed shall be paid within thirty (30) days of the cancellation effective date.

ARBITRATION section is deleted in its entirety and replaced with the following: 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 Consumer 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 handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280).

- 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 Consumer 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. All fees and costs shall be calculated in compliance with California Code of Civil Procedure, Section 1284.3.
- 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. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. An award in arbitration shall be in writing and will be enforceable under the California Arbitration Act by any court having jurisdiction.
- 4) 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 California Arbitration Act.

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: **CONTRACT ACKNOWLEDGEMENT** 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; (877) 204-2242.

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: **CONTRACT ACKNOWLEDGEMENT** section, item 5) is amended to include the following: **The Contract Sale Price charged for this Contract is not subject to regulation by the FL OIR.**

HOW TO CANCEL THIS CONTRACT 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 **Covered Tires/Wheels** 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 Contract Sale 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:

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

5) **To transfer this Contract please contact the Seller or Us to obtain the appropriate transfer request form.**

Georgia: **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 Contract Sale 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 Contract Sale 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 ten percent (10%) of the pro-rata refund amount or fifty dollars (\$50), whichever is less, if the **Contract** is cancelled by **You**.

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 Contract Sale 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 Guaranty 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 Contract Sale Price or fifty dollars (\$50), whichever is less.

Indiana: CONTRACT ACKNOWLEDGEMENT section, item 5) 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: CONTRACT ACKNOWLEDGEMENT section, item 5) is amended to include the following: Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738.

HOW TO CANCEL THIS CONTRACT section is amended to include the following: The right to cancel within the first sixty (60) days and receive a one hundred percent (100%) refund of the Contract Sale Price is exclusive to the original **Contract Holder**. 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: CONTRACT ACKNOWLEDGEMENT section is amended as follows:

Item 3) is amended to include the following: This **Contract** is not regulated by the Department of Insurance.

Item 5) 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 on the **Contract**;
2. If the **Contract Holder** failed to maintain the **Covered Tires/Wheels** as prescribed by the manufacturer;
3. For a substantial breach of duties by **You** related to the **Covered Tires/Wheels** or their use; or
4. For non-payment of the Contract Sale Price by the **Contract Holder**.

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 Sale Date and receive a one hundred percent (100%) refund of the Contract Sale Price when no **Claim** has been made is exclusive to the original **Contract Holder** 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**.

Limited Rights of Lender/Lessor paragraph is amended to include the following: The Lender/Lessor will be named on the refund check when financing has been provided for the Contract Sale Price. In the event of repossession or total loss, Lender/Lessor may request cancellation of this **Contract** and will be the sole named payee.

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 Sale Date, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Contract Sale 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 Contract Sale Price is exclusive to the original **Contract Holder** 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 Sale Date, **We** or the **Seller** will refund **You** a pro-rated amount of the Contract Sale Price, based on the months remaining, less an administrative fee of fifty dollars (\$50) or ten percent (10%) of the Contract Sale Price, whichever is less. If **We** cancel this **Contract** for any reason other than non-payment of the Contract Sale Price, **We** or the **Seller** will refund **You** one hundred percent (100%) of the Contract Sale 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 Lender/Lessor, if any; otherwise, the refund will be paid to **You**.

Maryland: INELIGIBLE VEHICLES, item 4 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 Contract Sale Price is exclusive to the original **Contract Holder** 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 Lender/Lessor 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 3) is amended to remove 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 the Contract Sale Price, a substantial breach of duties by **You** relating to the **Covered Tires/Wheels** or their use, or if **We** find **Your 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 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 the **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 Contract Sale Price by **You**;
2. Discovery of fraud or material misrepresentation by **You**;
3. A substantial breach of duties by **You** related to the **Covered Tires/Wheels**.

Refund Calculation paragraph is amended by replacing the fifty dollar (\$50) cancellation fee with a cancellation fee not to exceed ten percent (10%) of the Contract Sale Price or fifty dollars (\$50), whichever is less; 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 Contract Sale Price is exclusive to the original **Contract Holder** 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 add 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 Contract Sale Price is exclusive to the original **Contract Holder** 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**.

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 4) 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 (except for **Canadian Vehicles**). 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 20) is deleted in its entirety and replaced with 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.**

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 of the original Contract Sale 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 Sale Date, whichever occurs first, except on any of the following grounds:

1. Failure by **You** 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 Sale Date and substantially and materially increased the service required under the **Contract**:
 - a) An act or omission by **You**; or
 - b) A violation by **You** of any condition of the **Contract**.
5. Installation of **Ineligible Tires/Wheels**, but only if such installation occurred after the effective date of this **Contract** and substantially and materially increases the service required under this **Contract**.
6. A material change in the nature or extent of the required service or repair which occurs after effective date of the **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the **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 deleted in its entirety and replaced with: 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 Contract Sale Price. The right to cancel this **Contract** within the first sixty (60) days and receive a one hundred percent (100%) refund of the Contract Sale Price is exclusive to the original **Contract Holder** and is not transferrable. After the first sixty (60) days from the Contract Sale Date, or if a **Claim** has been paid, the **Seller** will refund **You** a pro-rated amount of the Contract Sale Price, based on the months remaining, less a twenty-five dollar (\$25) cancellation fee. 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 **We** cancel this **Contract** and no claims have been paid, the **Seller** will refund **You** one hundred percent (100%) of the Contract Sale Price. If **We** cancel this **Contract** and a **Claim** has been paid,

the Seller will refund You a pro-rated amount of the Contract Sale Price, based on the months remaining. If **We** cancel this **Contract** due to installation of **Ineligible Tires/Wheels**, **You** will receive a pro rata refund of the Contract Sale Price. No **Claims** paid on **Your Contract** will ever be deducted from any refund issued pursuant to this **Contract** in Nevada.

All refunds will be paid to the Lender/Lessor, if any; otherwise, the refund will be paid to **You**. If the **Seller** is no longer in business **We** will provide any refund due.

HOW TO TRANSFER THIS CONTRACT section, item 3) is amended to replace the fifty dollar (\$50) transfer fee with a transfer fee of twenty-five dollars (\$25).

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: CONTRACT ACKNOWLEDGEMENT section, item 5) 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.
- 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 Sale 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 Sale 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 Sale Date** and substantially and materially increased the service required under the **Contract**:
 - a) An act or omission by the **Contract Holder**; 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 include the following: The right to cancel this **Contract** within the first sixty (60) days is not transferrable and applies only to the original **Contract Holder**. If **We** cancel the **Contract**, notice of such cancellation will be delivered to **You** by registered mail fifteen (15) days prior to cancellation. 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**. The fifty dollar (\$50) cancellation fee is not applicable.

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 as follows: The fifty dollar (\$50) cancellation fee is replaced with a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the pro-rata refund amount, whichever is less.

Oklahoma: CONTRACT ACKNOWLEDGEMENT section, item 5) 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 amended as follows: The fifty dollar (\$50) cancellation fee is not applicable. If this **Contract** is cancelled after the first sixty (60) days from the Contract Sale 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 Contract Sale 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.
- 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: CONTRACT ACKNOWLEDGEMENT section, item 5) 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 P.O. Box 100105 Columbia, SC 29202, info@doi.sc.gov, (803) 737-6160.

HOW TO CANCEL THIS CONTRACT section, **Refund Calculation** paragraph is amended to add 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: 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 Contract Sale 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 Contract Sale Price is exclusive to the original **Contract Holder** and is not transferable. 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 any 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.

CONTRACT ACKNOWLEDGEMENT section, item 5) 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. **Payment Terms:** This **Contract** can be purchased by using cash/credit card or financed as part of **Your Vehicle** loan. 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 CANCEL THIS CONTRACT section, **By Us** paragraph is deleted in its entirety and replaced with the following: **We** may cancel this **Contract** for material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. If **We** cancel this **Contract**, **We** will provide written notice of cancellation via delivery or first class mail, including the actual reason for the cancellation, to **Your** last known mailing address at least:

1. Ten (10) days before the effective date of cancellation if cancelled for non-payment of the Contract Sale Price; or
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 5) 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 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 Contract Sale Price by the **Seller** to **Us**.

Refund Calculation paragraph is amended as follows: The fifty dollar (\$50) cancellation fee is replaced with a twenty-five dollar (\$25) cancellation fee. The right to cancel this **Contract** within the first sixty (60) days from the original Contract Sale Date when no **Claim** has been made and receive a one hundred percent (100%) refund of the Contract Sale Price is exclusive to the original **Contract Holder** and is non-transferable. 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 Lender/Lessor paragraph is deleted in its entirety and replaced with the following: If **We** have notice of a Lender/Lessor and a Discharge of Lien is not provided, any refund will be issued to the Lender/Lessor. The Lender/Lessor shall have no rights under this **Contract**, except to cancel this **Contract** in the event of total loss or repossession, provided the purchase price of this **Contract** was financed. If **Your Vehicle** is repossessed, stolen or declared a total loss, **You** authorize the Lender/Lessor on the **Declarations Page** to cancel this **Contract**. 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 is amended as follows: The cancellation fee does not apply in West Virginia.

INSURANCE STATEMENT section 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, 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. 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. 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) 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. 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, if the parties mutually agree to arbitration. **YOU UNDERSTAND THAT UPON MUTUAL AGREEMENT TO BINDING ARBITRATION BY YOU AND US 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.

Wisconsin: CONTRACT ACKNOWLEDGEMENT section, item 5) 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 7) is deleted in its entirety and replaced with the following: To obtain payment for a **Claim**, **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) and repair date; **Your** description of the **Claim** 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 with one (1) year from the date of the claim 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** receipts. 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) 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 **Contract Holder** relating to **Contract** coverage, or non-payment of Contract Sale 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 the 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 Contract Sale Price is exclusive to the original **Contract Holder**. 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**.

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 Agreement 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 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 Contract Sale Price, a material misrepresentation by **You** to the provider, or a substantial breach of duties by **You** relating to the **Covered Tires/Wheels** or their 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 Contract Sale Price is exclusive to the original **Contract Holder** 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.