



jane doe
1430 omarr ave
sheridan, WY 82801

Dear Customer,

National Auto Care Corporation would like to thank you for your Vehicle Service Agreement Application for coverage*. Since 1984, National Auto Care has prided itself on delivering excellent service to our customers.

For your convenience, we have provided details of your service agreement terms and provided contact information to reach National Auto Care. Emergency Roadside Service & Mechanical First Aid is available at 1-866-218-4522, Provide Your PRODUCER CODE **42790**, and PLAN Code **DS***. Please retain this letter and put it in a convenient place for future reference.

If you ever have questions regarding your vehicle service agreement, please call our toll free Customer Service number at 1-800-548-1875 Monday through Friday 8:00AM to 8:00PM EST and Saturday 9:00AM to 4:00PM EST. We thank you again for the opportunity to serve you.

Sincerely,

National Auto Care

Agreement Number: NAC04526206

VIN: 1GKKVTKD7FJ373930

Vehicle Year: 2015

Make: GMC

Model: ACADIA DENALI

Month Terms: 60

Expiration Date: 04/01/2031

Expiration Odometer: 131,600

Agreement Seller: SHERIDAN MOTORS GMC

***Please refer to your Agreement for Benefit Details, Terms, Conditions, and Exclusions.**



PRE-OWNED PLUS

NAC04526206

Vehicle Service Agreement Application Page

APPLICANT INFORMATION

Applicant Name jane doe	Phone # (307) 871-8788	E-mail Address	
Address 1430 omarr ave	City sheridan	State WY	Zip 82801

VEHICLE INFORMATION

Year 2015	Make GMC	Model ACADIA DENALI	VIN (Must be 17 digits) 1GKKVTKD7FJ373930
Vehicle Purchase Date 04/01/2026	Vehicle Sales Price \$0.00	Odometer Reading 71,600	<input type="checkbox"/> Diesel <input checked="" type="checkbox"/> 4x4/AWD <input type="checkbox"/> Turbo/Supercharger

SERVICE AGREEMENT INFORMATION

Effective Date 04/01/2026	Agreement Price \$3,500.00	Class 4	Term Months <input type="text" value="60"/>	Term Miles <input type="text" value="60,000"/>
Coverage		Options		
<input checked="" type="checkbox"/> Exclusionary <i>(Total Limit of Liability is ACV)</i> <input type="checkbox"/> Powertrain Plus <i>(Total Limit of Liability is \$7,500)</i> <input type="checkbox"/> Powertrain <i>(Total Limit of Liability is \$5,000)</i> <input type="checkbox"/> Engine Only <i>(Total Limit of Liability is \$5,000)</i>		<input type="checkbox"/> Hybrid Electric Vehicle <i>(Engine Only, Powertrain & Powertrain Plus Only)</i> <input type="checkbox"/> Lift Kit (Up to 6 inch Lift) <input type="checkbox"/> Oversized / Undersized Tires <input type="checkbox"/> Commercial Use <input type="checkbox"/> High tech <i>(Engine Only, Powertrain & Powertrain Plus Only)</i>		
		<input type="checkbox"/> After Point of Sale <i>(30 day – 1,000 mile waiting period applies)</i> Deductible <input checked="" type="checkbox"/> \$0 Deductible <input type="checkbox"/> \$100 Deductible <input type="checkbox"/> \$250 Deductible <input type="checkbox"/> \$250 Disappearing Deductible <i>(Deductible at Selling Dealer \$0.00 Away from Selling Dealer \$250)</i>		

PRE-OWNED PLUS VEHICLE SERVICE AGREEMENT ACKNOWLEDGEMENT

The Applicant hereby applies for this Pre-Owned Plus Vehicle Service Agreement ("Agreement") and Applicant understands that:

- the Agreement is between the Obligor, United Service Protection Corporation, P.O. Box 21647, St. Petersburg, Florida 33742, (800) 283-0785, and the Agreement Holder. The Obligor has retained an Administrator, National Auto Care Corporation, to provide administrative services for and on behalf of the Obligor.
- the purchase of this Agreement is not required in order to lease, buy, or obtain financing for the vehicle listed above.
- the coverages under this Agreement may overlap with the manufacturer's warranty on a new vehicle and may overlap on some used vehicles.
- the above vehicle is ineligible for coverage if it is modified or altered from the original manufacturer's specification prior to sale, at time of sale, or at any time during the term of this Agreement.
- Section 13 of this Agreement contains special state requirements and disclosures which supersede any and all applicable sections of this Agreement.
- this Agreement contains an arbitration provision which may affect the Applicant's legal rights, unless the Applicant lives in a state that prohibits such provisions. To determine if the Applicant's legal rights are affected (if Your state is included), the Applicant should review the arbitration provision in the Alternative Dispute Resolution section, as well as the Special State Requirements and Disclosures section.
- this Pre-Owned Plus Vehicle Service Agreement is not a policy of insurance.** Unless otherwise regulated under state law, the contents under this Vehicle Service Agreement should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.
- this Application is subject to review by the Administrator for acceptance and can be rejected for any reason. If rejected, the Administrator will provide a notice of ineligibility within 60 days of the Administrator's receipt of the Application. The Applicant may contact the Administrator at 800-548-1875 to inquire about status of the Application.
- by signing below, the Applicant confirms that the vehicle listed above is for personal use (unless Commercial Use option is selected), and also confirms that Applicant has reviewed the entire Agreement and understands the coverages, time and mileage limitations, maintenance requirements, claim procedures, and options.

04/01/2026

Applicant's Signature

Date

Seller SHERIDAN MOTORS GMC	Seller Phone # (307) 461-4095	Authorized Signature and Title		
Seller Address 3260 WRENCH DR	City SHERIDAN	State WY	Zip 82801	
Lienholder				
Lienholder address		City	State	Zip

ADMINISTRATOR: NATIONAL AUTO CARE CORPORATION, 440 Polaris Parkway, Suite 250, Westerville, OH 43082 800-548-1875

Pre-Owned Plus Vehicle Service Agreement

SECTION 1

DEFINITIONS

Actual Cash Value (ACV): The retail value of the Vehicle at the time the Agreement was purchased, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or an equivalent national or regional guide for the territory where the Vehicle is principally garaged. If the Vehicle has no retail value available or is located in a territory where NADA or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the Administrator, or which the Administrator reasonably believes accurately reflects the retail value of the Vehicle and is customarily used as the basis for establishing ACV of Vehicle in the territory where the Vehicle is principally garaged.

Administrator: National Auto Care Corporation, 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, 800-548-1875. The Administrator provides claim and administrative services.

After Point of Sale: A situation where the Agreement Effective Date is after the Vehicle Purchase Date. If After Point of Sale is chosen on the Application Page, no claim will be authorized or paid for thirty (30) days and one thousand (1,000) miles from the Agreement Effective Date. The Term of this Agreement will be extended thirty (30) days and one thousand (1,000) miles.

Agreement: This Pre-Owned Plus Vehicle Service Agreement You have purchased from Us.

Agreement Effective Date: The date You purchased this Agreement.

Agreement Holder (You, Your): The person identified as Applicant on the Application Page; or an individual to whom this Agreement was transferred as part of the sale of the Vehicle by the original Agreement Holder.

Agreement Term (Term): The Term for this Agreement will begin on the Agreement Effective Date and continue for the Term Months listed on the Application Page. The Term for miles will begin at the Odometer Reading as listed on the Application Page. The expiration of miles is determined by adding the Term Miles to the Odometer Reading listed on the Application Page. The expiration of the Agreement will occur at the conclusion of the cumulative Term Months listed or cumulative Term Miles listed, whichever occurs first.

Commercial Use: A vehicle used for the business purpose of livery, farming or ranching, pushing, pulling, or hauling material of any kind, route work, job site activities, service or repair work, or has been issued commercial license plates in the state in which it is titled, or advertises a commercial enterprise with signage on the vehicle. Usage must not exceed manufacturer's ratings and/or limitations. A Vehicle which is used for ride-share (e.g., Uber, Lyft) is excluded from the definition of Commercial Use.

Coverage: The extent or level of protection as listed on the Application Page.

Deductible: The amount, as selected on the Application Page, that the Agreement Holder pays toward the cost of a covered repair. If no Deductible is selected on the Application Page, the Deductible amount of two hundred fifty dollars (\$250.00) will be used. If Disappearing Deductible is chosen, the Deductible amount is two hundred fifty dollars (\$250.00) for a covered repair that is completed at a Licensed Repair Facility other than the selling dealer, but if the covered repair is completed at the selling dealer then a zero-dollar (\$0.00) deductible is applied.

Licensed Repair Facility: A repair facility with a federal employer identification number (FEIN,) and also holds any licensing or registration as may be required by state or local laws for the business of motor vehicle repairs.

Mechanical Breakdown: The inability of any covered part(s) or component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. The manufacturer has established tolerances for the express purpose of defining mechanical breakdown and serviceability; when specifications exceed these manufacturer's tolerances, a mechanical breakdown will be considered to have occurred.

Obligor (We, Us, Our): United Service Protection Corporation, P.O. Box 21647, St. Petersburg, FL 33742, (800) 283-0785. The entity identified above on the Application Page obligated to perform under this Agreement.

Special State Requirements and Disclosures: A part of this Agreement that changes some of the provisions of this Agreement in order to comply with the laws of the State where You live.

Seller: The dealer or entity identified on the Application Page.

Vehicle: The automobile or truck listed on the Application Page, regardless of whether or not the unit has been previously owned, sold, or titled.

SECTION 2

GENERAL PROVISIONS

The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-866-306-6694.

This Agreement, including the terms, conditions, limitations, exceptions, definitions, exclusions, and the Application Page, together with endorsements (if any), constitute the entire Agreement. No one other than the parties hereto, by mutual agreement, may change this Agreement or waive any of its provisions. This Agreement gives the Agreement Holder specific rights. The Agreement Holder may have other rights, which may vary from state to state in the United States. This Agreement is not renewable.

This Agreement covers Mechanical Breakdown, is for the sole benefit of the Agreement Holder, and applies only with respect to the Vehicle listed on the Application Page of this Agreement.

This Agreement shall be invalidated if there has been an inaccuracy, tampering, or alteration to the odometer mileage of the Vehicle so that the Vehicle's true and actual mileage is not shown on the odometer or cannot be determined. If the odometer becomes inoperable during the term of this Agreement, the Agreement Holder must notify Administrator within fifteen (15) days of the odometer becoming inoperable and must also provide documentation proving that the odometer has been repaired.

If the term of this Agreement overlaps with the term of Your Manufacturer's warranty, look first to Your Manufacturer's warranty for coverage. This Agreement excludes coverage for any loss covered by Your Manufacturer's warranty, but may nevertheless provide benefits in addition to those provided by Your Manufacturer's warranty.

The Obligor's total liability under this Agreement, at the time of the most recent authorized claim, shall not exceed: five thousand dollars (\$5,000) for Engine Only Coverage; five thousand dollars (\$5,000) for Powertrain Coverage; seven thousand five hundred dollars (\$7,500) for Powertrain Plus Coverage; or ACV for Exclusionary Coverage.

In no event shall the Obligor's total liability under this Agreement exceed the Vehicle Sales Price of the Vehicle as listed on the Application Page, except in situations where the Agreement is issued as part of a refinance, or subsequent to the original sale, in which case the Obligor's total liability under this Agreement shall not

exceed the ACV of the Vehicle at the time the Agreement was purchased. Under no circumstances shall the Agreement Price of the Agreement plus any Deductible exceed the limit of liability per Agreement.

This Agreement provides benefits for Mechanical Breakdown of covered parts installed by the Vehicle manufacturer, as those terms are defined in this Agreement. Replacement of covered parts will be made with original equipment manufacturer (OEM) parts, non-original equipment manufacturer parts, remanufactured parts, or used parts. The Administrator makes the determination of which parts, whether OEM manufacturer parts, non-OEM manufacturer parts, remanufactured parts, or used parts, to use for replacement. The maximum amount that We will pay for a replacement part will not exceed the manufacturer's suggested retail price for the part. Labor time will be calculated using a nationally published estimating guide.

If After Point of Sale is selected, this Agreement has a thirty (30) day and one thousand (1,000) mile waiting period from the Agreement Purchase Date and odometer reading for current mileage as indicated on the Application Page. The thirty (30) days and one thousand (1,000) miles will be added to the end of the Agreement Term.

SECTION 3 YOUR RESPONSIBILITIES

MAINTENANCE

Regular maintenance service is a condition of this Agreement. To keep this Agreement in force during its term, You must have the Vehicle serviced as recommended by the manufacturer's scheduled maintenance guide, or, if it is a used vehicle, as specified below in Minimum Services Required. You must keep all maintenance receipts and furnish them to the Licensed Repair Facility upon Administrator's request. Receipts listing date, mileage, services performed, and materials purchased are the only acceptable proof of maintenance. Receipts for self-service are required. At time of claim, be prepared to provide evidence that maintenance services have been performed.

MINIMUM SERVICES REQUIRED

You must follow the manufacturer's maintenance requirements for new and used vehicles. This includes, but is not limited to engine oil changes, transmission services, or any other special services recommended and/or required by the manufacturer. At time of claim, be prepared to provide evidence that maintenance services have been performed.

PROTECT THE VEHICLE FROM FURTHER DAMAGE

If a mechanical failure has occurred, it is Your responsibility to protect the Vehicle from further damage. Continued operation of the Vehicle after any Mechanical Breakdown occurs, will constitute a failure to protect the Vehicle. Failure to protect the Vehicle is not limited to continued operation after Mechanical Breakdown alone, but may constitute other acts of neglect by You.

TRANSFER OF MANUFACTURER'S WARRANTY

You are responsible for the transfer, and any applicable transfer fees, to retain all manufacturer's warranties available on the Vehicle. Failure to transfer the manufacturer's warranty can result in nonpayment of a claim if the manufacturer's warranty would have normally been in effect if the transfer had not been made.

TEAR DOWN AND DIAGNOSIS

In some cases, You may need to authorize the Licensed Repair Facility to tear down and diagnose the Vehicle to the point where damage is visible and a cause of failure can be determined. If the failure does not qualify as a Mechanical Breakdown, You will be responsible for paying the costs associated with diagnosis, tear down, and repair.

SECTION 4 CLAIMS PROCEDURES

THE LICENSED REPAIR FACILITY MUST OBTAIN AN AUTHORIZATION NUMBER FROM THE ADMINISTRATOR PRIOR TO REPAIRING THE VEHICLE.

NO CLAIMS SHALL BE PAID WITHOUT PRIOR AUTHORIZATION FROM ADMINISTRATOR.

The Administrator can be contacted at 800-526-8678 on Monday through Friday, 8 a.m. to 8 p.m. Eastern time, or Saturday 9 a.m. to 4 p.m. Eastern time. To contact the Administrator outside of these hours, please call 800-526-8678 and leave a message. The Administrator will respond to the message within one business day.

1. The Licensed Repair Facility must telephone the Administrator for verification of coverage and to obtain authorization to proceed with the repair. If the Administrator verifies that coverage is in force and determines that the Mechanical Breakdown results in a covered repair, then the Administrator will provide the Licensed Repair Facility with an authorization number.
2. The Administrator reserves the right to determine where repairs shall be made, investigate claims, and inspect Vehicle.
3. After the authorization number is provided to the Licensed Repair Facility and the repair is performed, all repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair to be eligible for payment.

SECTION 5 COVERAGE PLANS

ENGINE ONLY COVERAGE

If You selected Engine Only coverage, the following listed components are covered:

ENGINE (Gas/Diesel): All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

TURBO/SUPERCHARGER: All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part.

SEALS & GASKETS: On all listed components are covered. Including cylinder head gasket(s), intake manifold gasket(s), oil pan gasket, rear main seal, timing cover gasket, valve cover gasket.

POWERTRAIN COVERAGE

If You selected Powertrain coverage, the following listed components are covered:

ENGINE (Gas/Diesel): All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

TURBO/SUPERCHARGER: All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part.

AUTOMATIC TRANSMISSION: All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, bands. Transmission case is covered if damage is due to the failure of an internally lubricated part.

MANUAL TRANSMISSION: All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, bushings. Transmission case is covered if damage is due to the failure of an internally lubricated part.

DRIVE AXLE ASSEMBLY (Front & Rear): All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, locking hub mechanisms, propeller shafts, and universal joints. The drive axle housing is only covered if damaged by an internally lubricated part.

TRANSFER UNIT: All internally lubricated parts within the transfer case. Transfer case is only covered if damaged by an internally lubricated part.

SEALS & GASKETS: On all listed components are covered. Including Axle gasket(s), CV joint boot(s), cylinder head gasket(s), differential gasket(s), exhaust manifold gasket(s), front crankshaft seal(s), hub or wheel bearing seals, intake manifold gasket(s), oil pan gasket, output shaft seal, rear main seal, shifter seal, speedometer cable seal, steering pump shaft seal, timing cover gasket, transfer case seal(s), transmission pan gasket, valve cover gasket.

POWERTRAIN PLUS COVERAGE

If You selected Powertrain Plus Coverage, the following listed components are covered:

ENGINE (Gas/Diesel): All internally lubricated parts within the engine plus the cylinder heads, engine block, engine mounts, flex plate, flywheel and ring gear, harmonic balancer, intake and exhaust manifolds, oil dipstick and tube, oil pump, oil pump drive sprocket, timing chain/belt, and timing chain tensioner. The oil pan and valve covers are only covered if damaged by an internally lubricated part.

TURBO/SUPERCHARGER: All internally lubricated parts. Housing is only covered if damaged by an internally lubricated part.

AUTOMATIC TRANSMISSION: All internally lubricated parts, torque converter, transmission mounts, vacuum modulator, all gears, governor, oil pumps, clutch plates, shafts, internal valves, rings, servo units, friction and steel drums, bearings and bushings, bands. Transmission case is covered if damage is due to the failure of an internally lubricated part.

MANUAL TRANSMISSION: All internally lubricated parts, all gears, all bearings, main drive gear, internal shifting components, synchronizing drum, shafts and spacers, main shaft, bushings. Transmission case is covered if damage is due to the failure of an internally lubricated part.

DRIVE AXLE ASSEMBLY (Front & Rear): All internally lubricated parts within the drive axle housing plus the center carrier bearings, constant velocity joints, double offset joints, drive shaft/yokes, locking hub mechanisms, propeller shafts, and universal joints. The drive axle housing is only covered if damaged by an internally lubricated part.

TRANSFER UNIT: All internally lubricated parts within the transfer case. Transfer case is only covered if damaged by an internally lubricated part.

BRAKES: Brake booster, calipers, hydraulic lines and fittings, master cylinder, rear actuators, and wheel cylinders.

STEERING: Power steering pump, rack and pinion, and all internally lubricated parts within the rack and pinion assembly. The steering box is only covered if damaged by an internally lubricated part.

ELECTRICAL COMPONENTS: All electrical manual switches, alternator, analog gauges, cam sensor, ignition module, Engine Control Unit (ECU), engine control module (ECM), map sensor, mass airflow sensor, power window motor/gear & Regulator, power door lock actuators, starter drive, starter motor, starter solenoid, voltage regulator, and wiper motor (front & rear).

AIR CONDITIONING & HEATING (Factory Authorized Only): Accumulator, compressor, compressor clutch, compressor pulley, condenser, evaporator, expansion valve, high/low cut-off switches, orifice tube, and receiver/dryer.

FRONT & REAR SUSPENSION: Ball joints, struts, shock absorbers, spindles, upper and lower control arms, and wheel bearings.

FUEL SYSTEM: Fuel injection pump, metal fuel lines, fuel tank, and primary fuel pump.

COOLING SYSTEM: Blower motor, cooling fan clutch, cooling fan blade, cooling fan motor, heater core, radiator, and water pump.

SEALS & GASKETS: On all listed components are covered. Including Axle gasket(s), compressor seal(s), CV joint boot(s), cylinder head gasket(s), differential gasket(s), exhaust manifold gasket(s), front crankshaft seal(s), hub or wheel bearing seals, intake manifold gasket(s), oil pan gasket, output shaft seal, rear main seal, shifter seal, speedometer cable seal, steering pump shaft seal, timing cover gasket, transfer case seal(s), transmission pan gasket, valve cover gasket.

EXCLUSIONARY COVERAGE

If You selected Exclusionary Coverage, it provides for:

Payment or reimbursement of costs authorized by the Administrator to repair or replace Mechanical Breakdown of covered part(s) or component(s) which are not listed in the Exclusions section of this Agreement, less Your Deductible amount, in accordance with all terms and conditions of this Agreement.

SECTION 6

OPTIONS

The following is provided if the Option was selected on the Application Page and paid for by the Agreement Holder:

HIGH TECH – (Engine Only, Powertrain, & Powertrain Plus Coverage Plans only) Provides coverage for auto dimmers, autonomous cruise control systems, blind spot monitors, Bluetooth systems, collision avoidance systems, driver information center, driver recognition systems, entertainment technology, eye detection systems, hands-free systems, heads-up display systems, humidity sensors, infrared systems, keyless access systems, lane departure systems, multimedia interface systems, navigation packages, proximity sensors, rear monitoring cameras, rest recommendation systems, seat heaters and coolers, self-parking systems, SOS systems (such as OnStar®), tire pressure monitoring system, touch screen technology, vibration sensors, voice recognition/command systems.

COMMERCIAL USE - As defined in the Definitions section of this Agreement.

LIFT KIT - Suspension modification is only eligible if said components and their installation do not void the Vehicle manufacturer's warranty. "Drop Kits" or lowered vehicles are not eligible for this option. Parts installed as part of said suspension modification must have a minimum twelve (12) month warranty from the suspension modification (lift kit) manufacturer. "Bolt On" components only. Components within the suspension modification (lift kit) are covered under this Agreement for Mechanical Breakdown. No welding or frame modifications. A maximum lift of six (6) inches from Vehicle manufacturer's original specifications may be allowed under this option. Tires greater in size than recommended by the Vehicle manufacturer will require the odometer to be recalibrated to reflect the correct mileage on the Vehicle to be eligible for this option. Documentation/proof of odometer recalibration will be required prior to any claim authorization. A Vehicle which has suspension modifications, and for which this option has not been selected and paid for, would be subject to the standard Coverages and Exclusions of this Agreement.

HEV (HYBRID ELECTRIC VEHICLE) - (Engine Only, Powertrain & Powertrain Plus Coverage Plans only) Provides coverage for electric motor, power controller, inverter assembly, generator(s), electronic air conditioning compressor, electronic power steering pump. Batteries are excluded.

OVERSIZED/UNDERSIZED TIRES - This option eliminates the Exclusion in this Agreement for oversized and undersized tires. The total diameter of the tire and wheel may not differ from the manufacturer's specification more than ten percent (10%) and the manufacturer's vehicle warranty is not voided by said over-sized/undersized tire. Tires greater or lesser in size than recommended by the Vehicle manufacturer will require the odometer to be recalibrated to reflect the correct mileage on the Vehicle for it to be eligible for this option. Documentation/proof of odometer recalibration will be required prior to any claim authorization.

SECTION 7

ADDITIONAL BENEFITS

The following benefits are included in all Coverage Plans:

SUBSTITUTE TRANSPORTATION: In the event of a Mechanical Breakdown of a covered component or part, the Agreement Holder will be reimbursed for expenses incurred for substitute transportation while the Vehicle is being serviced as follows below. A detailed receipt must be submitted to Administrator.

1. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed seven (7) days. Substitute transportation must be supplied by the selling dealer or a duly licensed rental agency.
2. In the event that repairs are scheduled to be completed in two (2) days or less, the Agreement Holder may use a licensed ride-share provider (e.g., Uber, Lyft) instead of a rental vehicle. Reimbursement is limited to the reasonable time to repair the Mechanical Breakdown, at no more than fifty dollars (\$50.00) per day until the repairs are completed, not to exceed two (2) days. Administrator will not reimburse for both ride-share and rental vehicle if each is utilized on the same day.

TRIP INTERRUPTION: In the event of a Mechanical Breakdown of a covered component, Administrator will reimburse the Agreement Holder a maximum of one hundred fifty dollars (\$150.00) per day, not to exceed a total of four hundred fifty dollars (\$450.00) (three days), for expenses incurred by the Agreement Holder for meals and/or lodging, provided: Agreement Holder cannot operate Agreement Holder's Vehicle due to a Mechanical Breakdown covered by this Agreement, the Agreement Holder and Vehicle are more than 100 miles away from home, and expenses are incurred between the time of breakdown and the time repairs are completed. (The date of breakdown shall be considered the first day.) One day's trip interruption expense shall be allowed for each eight hours, or portion thereof, of required manual flat-rate labor time. A detailed receipt must be submitted to Administrator before reimbursement will be made.

EMERGENCY ROADSIDE SERVICE: If Your Vehicle is disabled and this Agreement is in effect, 24-hour roadside service is available by calling toll-free 866-218-4522 (limit one service per disablement). Please provide the dispatcher with the "producer code" which is **42790**, Your Agreement number, and the "plan letter" which is **DS**. The following services are available:

Mechanical First Aid: Any service requiring a minor adjustment (exclusive of parts) to enable a disabled Vehicle to proceed under its own power (where available).

Tire Service: The changing of flat tire with an inflatable spare.

Battery Service: Attempting to start a Vehicle with a booster battery.

Delivery Service: We will cover the cost of delivering needed fuel or fluid to Your disablement location (You must pay for the cost of the actual goods).

Towing Service: A tow to the nearest Licensed Repair Facility up to fifty (50) miles not to exceed two hundred dollars (\$200).

Locksmith Services: If keys are locked inside the Vehicle, a locksmith will be dispatched for services.

Roadside assistance benefits and services provided by Nation Motor Club, Inc., 800 Yamato Road, Suite 100, Boca Raton, FL 33431, 866-218-4522, d/b/a Nation Safe Drivers in most states.

SECTION 8

AGREEMENT TRANSFER

This Agreement, while in-force, may be transferred by the original Agreement Holder to the subsequent owner of the Vehicle. To request transfer, the Agreement Holder can obtain a Transfer Application from the Seller or from the Administrator. The Agreement Holder must complete and submit the Transfer Application to the Administrator, along with a fee of one hundred dollars (\$100.00), within thirty (30) days of the Agreement Holder's sale or transfer of the Vehicle to the subsequent owner. Written evidence of all required maintenance services must be provided to the Administrator upon transfer. The subsequent owner must also transfer the manufacturer's warranty, if available. Transfer is limited to an individual purchaser of the Vehicle (not a dealer) and the title may not pass through a dealer.

Approval of transfers is at the discretion of the Administrator and may be declined for any reason. If the Transfer application is accepted, all terms and conditions of the original Agreement will apply to the transferee.

SECTION 9

SUBSEQUENT AGREEMENT

You may make a request to purchase a subsequent agreement for the Vehicle prior to the expiration of this Agreement subject to the following:

1. The subsequent agreement is of equal or lesser coverage and term as this Agreement.
2. Eligibility for, and cost of, the subsequent agreement will be based on the mileage of the Vehicle at time of request, the model year of Vehicle, and the underwriting guidelines of National Auto Care at the time of request.
3. Complete maintenance records must be provided to Administrator for verification that manufacturer's minimum services were completed.
4. You must make your request to purchase the subsequent agreement at least thirty (30) days and one thousand (1,000) miles prior to the expiration of this Agreement. For instructions on how to make a request, please contact the Administrator.

SECTION 10

AGREEMENT CANCELLATION

Cancellation by You-You may cancel this Agreement at any time. Please contact the Seller for a cancellation request form. Cancellations are processed as follows:

- (a) If You request cancellation **within thirty (30) days** of the Agreement Effective Date **and no claim has been made**, We will void the Agreement and You will receive a full refund of the Agreement Price with no cancellation fee imposed.
- (b) If You request cancellation **within thirty (30) days** of the Agreement Effective Date, **and a claim has been paid or is pending to be paid**, We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).
- (c) If You request cancellation **more than thirty (30) days after** the Agreement Effective Date, We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

In most cases, if a refund is due, the amount is processed and delivered to You by the Seller.

Cancellation by Us-We may cancel this Agreement as described below:

- (a) We may cancel this Agreement at any time if any of the following occur:
 - i. The Vehicle is a total loss or is repossessed.
 - ii. The Vehicle's odometer has been non-functional or repaired/replaced without fifteen (15) day notification to Administrator.
 - iii. The Vehicle is used or modified in any manner that would exclude coverage under this Agreement.
 - iv. You committed fraud or materially misrepresented any fact in connection with entering this Agreement.

We will refund the prorated Agreement Price based on the greater of the days remaining in force or the miles driven under the Agreement Term, less a cancellation fee of fifty dollars (\$50.00).

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

- (b) We may cancel this Agreement within one hundred twenty (120) days of the Agreement Effective date if, after You took delivery of the Vehicle, the financing for the Vehicle was declined, the Vehicle was returned to the selling dealer, and no claim has been paid or is pending to be paid. We will refund the full Agreement Price and no cancellation fee will be imposed.

SECTION 11

EXCLUSIONS

This Agreement does not provide coverage for:

1. Reimbursement for any repair or replacement made without prior authorization from Administrator to Licensed Repair Facility.
2. Any repair for the purpose of correcting engine compression, correcting oil consumption, or the gradual reduction of performance when a Mechanical Breakdown has not occurred. Valve grinding, burnt valves, stuck valves, burnt piston, and/or stuck rings are not covered.
3. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors, improper lubricants or improper engine adjustments. Any Mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders.
4. Loss of time, expense, storage charges, loss of use of Vehicle, loss of profits, loss of income, or other incidental or consequential damages, including, but not limited to loss or damage or injury to persons or property resulting from Mechanical Breakdown of any of the covered parts.
5. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate, or any failure related to a previous repair.
6. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil commotion, negligence, or misuse.
7. Any Mechanical Breakdown caused by rust, residue, electrolysis or corrosion.
8. Nuts, bolts, or fasteners unless internally lubricated.
9. Any pre-existing condition, any component(s) that were not functioning properly at the time the Vehicle was delivered to the Agreement Holder, or failures which occurred prior to the Effective Date of this Agreement.
10. Repairs to seized or damaged parts due to operation without sufficient oil or coolant.
11. Engine block and cylinder heads if damaged by overheating, freezing, or warpage.
12. Any Vehicle that has been issued a restricted title, including but not limited to: salvage/refundable, salvage theft, assembled, dismantled, scrap, fire, flood, physical damage, saltwater, frame change, motor change, body exchange, junk or parts only, or if said vehicle is declared a "lemon."
13. A Mechanical Breakdown of a covered component/part caused by an Agreement Holder's refusal to perform reasonable repairs recommended by the dealer, Licensed Repair Facility, or Administrator.

14. Damage to a non-covered part by a covered part.
15. Replacement of maintenance items. Spark plugs, glow plugs, PCV valves, PCV system, filters, lubricants, thermostat housing, thermostats, alignments, coolants, batteries (except for high-voltage drive batteries used in vehicles powered solely by an electric motor), battery cable, fuses, hoses, belts, tires, wheels, wheel covers, tire pressure sensors, light bulbs, sealed beams, light assemblies, LED lighting, lenses, seat belt systems, exhaust systems /catalytic converters, brake rotors, brake drums, brake shoes, brake pads, speakers, upholstery, paint, glass, trim, moldings, weather strip/seals, door handles, lift gate handles, tailgate handles, door bushings / bearings, body panels, frame/body bushings, sheet metal, bumpers, frames, sub-frames, brackets, convertible top assemblies, vinyl top, rust, corrosion, water intrusion, water damage, water leaks, air leaks, carburetors, manual clutch system, programming, reprogramming, or updating a component that has not mechanically failed. Any equipment not installed by the manufacturer.
16. Commercial Use Vehicles (unless Commercial Use Option has been selected and paid for by the Agreement Holder) or vehicles used for racing or competition.
17. Snow Removal Equipment, and/or Vehicles using Snow Removal Equipment.
18. Any Vehicle modified or altered from original manufacturer specification not approved by the manufacturer. Any alterations made to Your Vehicle or You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: Failure of any custom or add-on part, all frame or suspension modifications, lift kits (unless appropriate lift kit option is indicated on Application Page), any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, drive axle modifications, conversion van components or conversion vehicle components.
19. Diagnostic or tear down time when a Mechanical Breakdown is not covered by the Agreement. Any cost incurred for disassembly or diagnosis is at Your expense if the inspection determines that the Mechanical Breakdown was not caused by the failure of a part covered by this Agreement.
20. Mechanical Breakdown or failure costs that should be covered by a manufacturer's warranty, recall, factory bulletin, or any other mechanical breakdown coverage. Mechanical Breakdown or failure costs that are covered by the warranty of parts or workmanship on a previously repaired or replaced component.
21. Any Mechanical Breakdown or failure occurring outside of the United States or Canada.
22. Shop supplies or fees for items such as, but not limited to, shop towels, cleaners, silicone spray, brake cleaner, or disposal fees for oil or filters.

SECTION 12

ALTERNATIVE DISPUTE RESOLUTION

THE AGREEMENT HOLDER AND OBLIGOR HEREBY AGREE THAT ALL DISPUTES, CLAIMS, OR CONTROVERSIES OF ANY KIND OR NATURE BETWEEN THE PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, ITS PERFORMANCE, INTERPRETATION, OR BREACH SHALL BE RESOLVED EXCLUSIVELY BY USE OF THE ALTERNATIVE DISPUTE RESOLUTION MECHANISMS SET FORTH BELOW:

1. Mediation

If either party wishes to pursue a dispute related to this Agreement, the parties shall first engage in mediation under the American Arbitration Association's Commercial Mediation Rules, or such other rules governing mediation as the parties may agree to use. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties. If, following mediation, either party still wishes to pursue a dispute related to this Agreement they may proceed to Arbitration as set forth below.

2. Arbitration

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the Special State Requirements and Disclosures section of this Agreement for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

SECTION 13

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

The following state requirements and disclosures apply if this Agreement was purchased in one of the following states and supersede any sections to the contrary.

ARIZONA

SECTION 2, **GENERAL PROVISIONS**, shall include: A Service Agreement cannot exclude coverage if the odometer has been tampered with prior to purchase.

SECTION 3, **YOUR RESPONSIBILITIES**, is amended by adding the following: You must follow the manufacturer's maintenance and any owner's manual requirements for new and used vehicles.

SECTION 10, **AGREEMENT CANCELLATION**, is amended to add the following: No claim incurred or paid shall be deducted from the amount of any refund regardless of who initiates the cancellation. The reference to cancellation fee is revised to read the lesser of fifty dollars (\$50.00) or ten percent (10%) of the gross amount paid by You.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by Us**, is amended to add the following: Notwithstanding any language to the contrary contained herein We will not cancel or void this Agreement due to acts or omissions of Us or Our subcontractors for failure to provide correct information or to perform the services or repairs provided in a timely, competent, workmanlike manner, pre-existing conditions that were known or should have reasonably been known by Us or Our subcontractors, prior use, or unlawful acts relating to the vehicle or misrepresentation by the Administrator or its subcontractors, or ineligibility for the program, including gray-market, high-performance or GM-diesel automobiles.

Section 11, **EXCLUSIONS**, is amended by deleting and replacing the following:

3. **Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel, excessive fuel conditions, lean fuel conditions, clogged fuel injectors,**

improper lubricants or improper engine adjustments. Any Mechanical Breakdown caused by failure to maintain proper levels of lubrication, lubricant blockage, coolant blockage, lack of lubrication, or carbon buildup in cylinders while owned by You.

5. Any repair that has been misdiagnosed by the Licensed Repair Facility, any failure that cannot be verified as accurate or is found to be inaccurate
6. Accidental loss or damage, physical damage, collision or upset, falling missiles or objects, fire, theft, larceny, hail, explosion, lightning, earthquake, windstorm, water, flood, malicious mischief, vandalism, riot, civil commotion, negligence, or misuse while owned by You.
9. Any pre-existing condition, any component(s) that were not functioning properly at the time the Vehicle was delivered to the Agreement Holder, or failures which occurred prior to the Effective Date of this Agreement, while owned by You, except if such conditions were known or should reasonably have been known by Us or Our subcontractors.
10. Repairs to seized or damaged parts due to operation without sufficient oil or coolant while owned by You.
13. A Mechanical Breakdown of a covered component/part caused by an Agreement Holder's refusal to perform reasonable repairs recommended by the dealer, Licensed Repair Facility, or Administrator while owned by You.
18. Any Vehicle modified or altered from original manufacturer specification not approved by the manufacturer while owned by You. Any alterations made to Your Vehicle or You are using Your Vehicle in a manner not recommended by the manufacturer including but not limited to: failure of any custom or add-on part, all frame or suspension modifications, lift kits (unless appropriate lift kit option is indicated on Application Page), any tire that is not recommended by the original manufacturer, emissions and/or exhaust systems modifications, engine modifications, transmission modifications, drive axle modifications, conversion van components or conversion vehicle components while owned by You.

SECTION 12, **ALTERNATIVE DISPUTE RESOLUTION, Arbitration**, is amended to include the following:

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department of Insurance and Financial Institutions at 100 North 15th Avenue, Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Affairs. You may directly file any complaint with the D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the D.I.F.I., toll free phone number 1-800-325-2548.

ILLINOIS

SECTION 2, **GENERAL PROVISIONS**, is amended to include the following: Failure resulting from normal wear and tear is covered.

SECTION 10, **AGREEMENT CANCELLATION**, is amended as follows: All references to the cancellation fee of fifty dollars (\$50.00) are deleted and replaced with a cancellation fee of ten percent (10%) of the Agreement Price or fifty dollars (\$50.00), whichever is less.

LOUISIANA

Vehicle Service Agreement Acknowledgement is amended by adding the following; This Agreement is not regulated by the Department of Insurance. If You have any concerns or complaints regarding this Agreement you may contact the Attorney General.

SECTION 3, **YOUR RESPONSIBILITIES**, is deleted and replaced with the following: Regular maintenance service is a condition of this Agreement. To keep this Agreement in force during its term, You must follow the owner's manual for Your Vehicle and have the Vehicle serviced as recommended by the manufacturer's scheduled maintenance guide, or, if it is a used vehicle, as specified below in Minimum Services Required. You must keep all maintenance receipts and furnish them to the Licensed Repair Facility upon Administrator's request. Receipts listing date, mileage, services performed, and materials purchased are the only acceptable proof of maintenance. Receipts for self-service are required. At time of claim, be prepared to provide evidence that maintenance services have been performed.

SECTION 4, **CLAIMS PROCEDURES**, is amended by adding the following: Emergency Repairs: Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay you in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by You**, is amended by adding the following: The right to void this Agreement is not transferable and applies only to the original Agreement holder. A ten percent (10%) penalty of the Agreement Price per month shall be added to a refund that is not paid within forty-five (45) days after return of this Agreement to Us.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by Us**, is amended by adding the following: We will mail You written notice to Your last known address at least fifteen (15) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. Prior written notice is not required if the reason for cancellation is failure to pay premium, a material misrepresentation by You to Us, or a substantial breach of duties by You under the provisions of this Agreement relating to the Vehicle or its use.

OKLAHOMA

The Application Page is revised as follows: The entity obligated to perform under this Agreement, which is referred to as "We", "Us" and "Our" throughout the Agreement, is Assurant Service Protection, Inc., P.O. Box 21647, St. Petersburg, Florida 33742. The telephone number is 1-800-283-0785. Oklahoma License Number 44199246.

SECTION 2, **GENERAL PROVISIONS**, is amended by adding the following: **Notice:** This is not an insurance contract. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to Commercial Use references in service warranty contracts.

SECTION 10, **AGREEMENT CANCELLATION**, is deleted in its entirety and replaced with the following:

Cancellation by You - You may cancel this Agreement at any time. Please contact the Seller for a cancellation request form. Cancellations are processed as follows: (a) If You request cancellation **within the first thirty (30) days** of the Agreement Effective Date **and no claim has been made**, You will receive a full refund of the Agreement Price with no cancellation fee imposed. (b) If You cancel the Agreement **after the first thirty (30) days or have made a claim within the first thirty (30) days**, the refund will be one hundred percent (100%) of the unearned pro rata premium less (a) ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less and (b) the actual cost of any service provided under the Agreement.

In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

In most cases, if a refund is due, the amount is processed and delivered to You by the Seller.

Cancellation by US - We may cancel this Agreement as described below:

- (a) We may cancel this Agreement at any time if any of the following occur:
 - i. The Vehicle is a total loss or is repossessed.
 - ii. The Vehicle's odometer has been non-functional, or repaired/replaced without fifteen (15) day notification to Administrator.
 - iii. The Vehicle is used or modified in any manner that would exclude coverage under this Agreement.
 - iv. You committed fraud or materially misrepresented any fact in connection with entering this Agreement.

If this Agreement is cancelled by Us, the refund will be based upon one hundred percent (100%) of the unearned pro rata premium, less the actual cost of any service provided under the Agreement. In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.

- (b) We may cancel this Agreement within one hundred twenty (120) days of the Agreement Effective date if, after You took delivery of the Vehicle, the financing for the Vehicle was declined, the Vehicle was returned to the dealer, and no claim has been paid or is pending to be paid. We will refund the full Agreement Price and no cancellation fee will be imposed.

SECTION 12, **ALTERNATIVE DISPUTE RESOLUTION, Arbitration**, is deleted and replaced with the following:

NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.

Disputes under this Agreement shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any Claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Requirements and Disclosures section of this Agreement for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

WASHINGTON

WASHINGTON RESIDENTS ONLY: In addition to the representations made by me above, by initializing the blank and signing in the space provided above, I further represent and acknowledge that I have read and am familiar with the following aspects of this Agreement:

1. The material conditions that I must meet including but not limited to maintenance, to maintain coverage under **YOUR RESPONSIBILITIES** and **CLAIMS PROCEDURES**.
2. The work and parts covered under **COVERAGE** and **OPTIONS**.
3. The time and mileage limitations..
4. That the implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within ninety (90) days of the purchase date of the Vehicle from a provider or seller who also sold the Vehicle covered by this Agreement.
5. The **EXCLUSIONS** as listed.
6. The right to return this Agreement for a refund pursuant to the **AGREEMENT CANCELLATION** section.

SECTION 2, **GENERAL PROVISIONS**, first paragraph is deleted and replaced with the following: The obligations under this Agreement are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, policy number **SFN-3-WA-3-4**. If We fail to pay or provide service on a claim within 60 days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: 11222 Quail Roost Drive, Miami, FL 33157, or call the toll-free number at 1-866-306-6694.

SECTION 3, **YOUR RESPONSIBILITIES, Maintenance**, is deleted and replaced with the following:

Regular maintenance service is a condition of this Agreement. Claims under this Agreement may be denied if Your vehicle has not been maintained in accordance with the manufacturer's specifications and any owner's manual instructions, or if it is a used vehicle, as specified below in Minimum Services Required. You must keep all maintenance receipts and furnish them to the Licensed Repair Facility upon Administrator's request. Receipts listing date, mileage, services performed, and materials purchased are the only acceptable proof of maintenance. Receipts for self-service are required. At time of claim, be prepared to provide evidence that maintenance services have been performed.

SECTION 4, **CLAIMS PROCEDURES**, is amended to add the following: **Emergency Repairs:** Should an emergency occur which requires a Mechanical Breakdown repair to be made at a time when the Administrator's office is closed, and You choose to have the Vehicle repaired, You are responsible for paying for the repair. To request reimbursement, You must notify the Administrator of the repair on the next business day so that the Administrator can determine if there was a covered Mechanical Breakdown. If the Administrator determines there was a covered Mechanical Breakdown, then Administrator will pay You in accordance with the terms and conditions of this Agreement. You must retain any replaced parts for Administrator's inspection. All repair orders and documentation must be submitted to the Administrator within sixty (60) days of the repair. Your claim will not be denied solely because of lack of prior authorization.

SECTION 10, **AGREEMENT CANCELLATION**, is amended as follows: All references to the cancellation fee of fifty dollars (\$50.00) are deleted and replaced with a cancellation fee of twenty-five dollars (\$25.00).

SECTION 10, **AGREEMENT CANCELLATION**, is amended to add the following: A penalty of ten percent (10%) of the Agreement Price shall be added to any refund that is not paid or credited within thirty (30) days after return of this Agreement to Us.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by Us**, is amended to add the following: We have sixty (60) days to determine if the vehicle is eligible for coverage. After sixty (60) days, the vehicle is covered by this Agreement and We are fully obligated under the terms of the Agreement sold to You.

SECTION 12, **ALTERNATIVE DISPUTE RESOLUTION, Arbitration**, is deleted and replaced with the following:

BINDING ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AND WE AGREE AND UNDERSTAND THAT this arbitration provision means that You and We give up the right to go to court on any claims covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the Special State Requirements and Disclosures section of this Agreement for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. Nothing in this 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. All arbitrations will be held in the county in which You maintain Your permanent residence.

WISCONSIN

The **Vehicle Service Agreement Acknowledgement** is amended to delete and replace paragraph 7 with the following: This Pre-Owned Plus Service Agreement is not an insurance contract. This is a Service Agreement as regulated under Wisconsin law and as referenced in the Federal Public Law #93-637.

SECTION 2, **GENERAL PROVISIONS**, is amended by adding the following: **NOTICE: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

SECTION 2, **GENERAL PROVISIONS**, first paragraph, is deleted and replaced with the following: Obligations of the Obligor under this Agreement are insured under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. If We do not provide, or reimburse or pay for, a service that is covered under this Agreement within sixty (60) days after the Agreement Holder provides proof of loss, or if We become insolvent or otherwise financially impaired, the Agreement Holder may file a claim directly with American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157. For reimbursement, payment, or provision of the service, please call 1-866-306-6694 for instructions.

SECTION 3, **YOUR RESPONSIBILITIES**, is amended by adding the following: You must follow the manufacturer's maintenance and any owner's manual requirements for new and used vehicles.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by You**, is amended by adding the following: In the event of a total loss of the covered Vehicle by this Agreement that is not covered by a replacement Vehicle pursuant to the terms of the Agreement, the Agreement Holder shall be entitled to cancel the Agreement and receive a pro rata refund of any unearned provider fee, less any claims paid. A cancellation fee will not be deducted in this case. A penalty of ten percent (10%) of the Agreement Price per month shall be added to any refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us. The right to cancel within this Agreement applies only to the original purchaser of the Agreement and is not transferrable. The administrative fee of fifty dollars (\$50) is changed to an administrative fee of ten percent (10%) of the Agreement Price or fifty dollars (\$50), whichever is less.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by Us**, is deleted and replaced with the following:

- (a) We may cancel this Agreement for nonpayment of the Agreement Price, or for a material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the Vehicle or its use. If this Agreement is canceled by Us for any reason other than non-payment, We shall refund the Agreement Holder one hundred percent (100%) of the paid unearned pro rata Agreement Price, less any claims paid. The pro rata refund will be calculated reflecting the greater of the days in force or the miles driven under the Agreement Term, less an administrative fee of ten percent (10%) of the Agreement Price or fifty dollars (\$50), whichever is less. A written notice of cancellation, stating the effective date and reason for the cancellation will be mailed to the Agreement Holder at the last known address at least five (5) days before the effective date of the cancellation. In the event the cost of this Agreement was financed, and a refund is owed, then the lender of said financing will be additionally named on the refund check. However, if Your Vehicle is repossessed or is deemed a total loss, the lender will be named the sole payee on the refund check, and the refund check will be delivered to the lender.
- (b) We may cancel this Agreement within one hundred twenty (120) days of the Agreement Effective date if, after You took delivery of the Vehicle, the financing for the Vehicle was declined, the Vehicle was returned to the dealer, and no claim has been paid or is pending to be paid. We will refund the full Agreement Price and no administrative fee will be imposed.

SECTION 12, **ALTERNATIVE DISPUTE RESOLUTION**, is deleted in its entirety.

WYOMING

SECTION 3, **YOUR RESPONSIBILITIES**, is amended by adding the following: You must follow the manufacturer's maintenance and any owner's manual requirements for new and used vehicles.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by You**, paragraph (a), is amended by adding the following: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Agreement to Us and only to any cancellation received within the first thirty (30) calendar days. This provision applies only to the original purchaser and is not transferable.

SECTION 10, **AGREEMENT CANCELLATION, Cancellation by Us**, is amended by adding the following: If We cancel this Agreement, We will mail written notice of cancellation at least ten (10) days prior to the effective date of cancellation for any reason other than non-payment of the Agreement Price, material misrepresentation or substantial breach of duties by You relating to the covered Vehicle or its use. The notice will state the effective date and reason for the cancellation.

SECTION 14

NATIONAL AUTO CARE PRIVACY POLICY NOTICE

Protecting Your privacy is important to National Auto Care ("NAC"). NAC provides this notice to explain how NAC collects, discloses, and safeguards Your nonpublic personal information. This is information about You that NAC obtains in connection with providing a product or service to You. In addition, You may have other privacy protection under state law. NAC will comply with applicable state law regarding protection of Your nonpublic personal information. NAC reserves the right to modify or supplement this policy at any time.

What Information NAC Collects. NAC may collect nonpublic personal information about You from the following sources: Information NAC receives from You, or provided to NAC on Your behalf on applications and other forms, such as Your name, address, telephone number, lender's name, finance agreement term, and vehicle information; Information about Your transaction with NAC, NAC's affiliates, or others.

What Information NAC Discloses. NAC may disclose nonpublic personal information about You to our affiliates or third parties to assist NAC in fulfilling a transaction You requested; service the product You purchased from NAC; investigate or process claims; detect or prevent fraud; or determine eligibility. NAC may disclose nonpublic personal information to comply with lawful requests from regulatory and law enforcement agencies, or as otherwise permitted or required by law. NAC does not disclose nonpublic personal information about current customers or any former customers to anyone, except as permitted by law. NAC may share nonpublic personal information with its affiliates or other affiliated service providers to provide service to You. NAC may share nonpublic personal information with companies that perform marketing services for NAC, or other institutions that have joint marketing agreements with NAC, such as the dealer where You purchased the vehicle and applied for a National Auto Care product.

Our Security Procedures. NAC also takes steps to safeguard Your nonpublic personal information. NAC restricts access to the information to authorized individuals who need to know that information to provide services and products to You, or to administer Your account. NAC uses physical, electronic, and procedural security measures designed to protect Your information. NAC also trains its employees about the meaning and requirements of National Auto Care's policy for information security and confidentiality.

This policy is meant to explain how National Auto Care collects, discloses, and safeguards Your non-public personal information. This policy is not part of the Pre-Owned Plus Vehicle Service Agreement. For questions, please call the Administrator at 800-548-1875.

Wyoming Endorsement

The endorsement below modifies and becomes part of the Wyoming state disclosure in the section titled SECTION 13 SPECIAL STATE REQUIREMENTS AND DISCLOSURES of the contracts indicated here and supersedes any other conflicting language or provisions.

Contracts: VSC-009 AB Rev. 06-2019, VSC-PREOWNED CO Rev. 08-2019 v1-0220

Endorsement:

SECTION 12 ALTERNATIVE DISPUTE RESOLUTION is deleted in its entirety.