

## I. AGREEMENT

This agreement describes the coverage You will have under Your Service Contract (hereafter referred to as "Contract"). In return for payment by You of the Contract Price and subject to all the terms of this Contract, We agree with You as follows:

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## II. KEY TERMS

**Administrator** means CornerStone United, Inc., 1899 Tate Boulevard, SE – Suite 2110, Hickory, North Carolina 28602, 1-877-473-7669. You may contact the Administrator during normal business hours to have coverage questions answered or receive assistance in filing a claim under this Contract at 1-877-473-7669.

**Approved Vehicle** means a new or used Motorcycle / ATV that meets Suzuki Extended Protection eligibility requirements for condition and vehicle type as listed in Section C of the Schedule.

**Mechanical Breakdown** means the failure of any original or like replacement part covered by this Contract to perform its intended function(s) in normal service, providing it has received all maintenance in accordance with Suzuki published scheduled maintenance requirements. Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred unless the wear and tear exceeds published factory tolerances allowed by the manufacturer as originally supplied by Suzuki, rendering the covered part incapable of performing the function for which it was designed.

**Business Use** means the operation of a vehicle, on a one-time or part-time basis, for any non-personal use. Commuting to and from work is considered a personal use. See Section IV. WHAT THIS CONTRACT DOES NOT COVER, item #17.

**Contract Price** means the amount You paid for this Contract shown in Section E of the Schedule.

**Contract Purchase Date** means the date You purchased this Contract shown in Section J of the Schedule.

**Cost** means the reasonable and customary charges for parts and labor necessary to repair or replace parts covered. These charges shall not exceed Our suggested retail price for parts and labor allowances as approved by Suzuki and as listed in the applicable Suzuki flat rate repair manual. Coverage includes fluids when required as part of a repair. Replacement shall be made with genuine new or rebuilt Suzuki parts, when possible.

**Deductible** means the amount You must pay for covered repairs per visit. For new Approved Vehicles, the standard Deductible is zero (\$0) and for used Approved Vehicles, the standard Deductible is \$50

**Effective Date** means the date this Contract begins shown in Section D of the Schedule. For new Approved Vehicles, this date is the original In-Service Date and for used Approved Vehicles, this date is the Contract Purchase Date.

**Expiration Date** means the Effective Date plus the Contract Term selected in Section G of the Schedule. This Contract expires at the earlier of either the Expiration Date or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause listed in Section VII. GENERAL PROVISIONS, item #5 of this Contract, whichever occurs first.

**In-Service Date** means the date that the Manufacturer's Warranty first went into effect. This could be the date the Approved Vehicle was first registered as a new vehicle or first went into demonstrator service. This date will determine if a covered repair applies to the Manufacturer Warranty or this Contract.

**Odometer Reading** means the actual miles shown on the odometer on the Contract Purchase Date or the actual miles traveled as measured by an operative, unaltered odometer.

**Pre-Existing Condition** means a condition that already existed on the Approved Vehicle when You purchased Your Contract.

**Provider, We, Us and Our** mean Consumer Program Administrators, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, 1-800-752-6265.

**Repair Facility** means an authorized Suzuki dealer or licensed 'repair facility' that provides a written parts and labor guarantee for covered repairs of not less than ninety (90) days. Repairs greater than \$500 must be authorized by the Administrator prior to beginning repairs.

**Schedule** means upon Administrator acceptance, the Vehicle Service Contract Application becomes the Schedule.

**Selling Dealer** means the authorized Suzuki dealer from whom You purchased this Contract shown in Section H on the Schedule.

**Warranty** means any Warranty of the Manufacturer, state required Warranty, dealer Warranty or a Repair Facility guarantee.

**You and Your** mean the purchaser (private individual) shown in Section B on the Schedule, or an eligible person to whom this Contract has been properly transferred.

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## III. WHAT THIS CONTRACT COVERS

### A. Mechanical Breakdown

During the Contract Period, subject to the selected Vehicle Type and Contract Term, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any Mechanical Breakdown of Your Approved Vehicle, except items listed under Section IV. WHAT THIS AGREEMENT DOES NOT COVER, items A-D and 1-28, less Your Deductible.

### B. Rental Reimbursement

In the event of a covered Mechanical Breakdown, We will reimburse You for actual expenses incurred for substitute transportation at a licensed rental agency not to exceed \$20 per day for a maximum of six (6) days for any one Breakdown. One day's rental shall be allowed for each eight (8) hours, or portion thereof, of labor hours required as listed in the applicable Suzuki flat rate repair manual. The Administrator may request a copy of Your rental agreement, with Your signature, to process the rental reimbursement.

### C. Dealer Pickup

In the event of a covered Mechanical Breakdown, We will reimburse You for reasonable pickup charges, not to exceed \$50, which You incur to have Your Suzuki Approved Vehicle picked up and taken to a Repair Facility. The Administrator may request a copy of Your repair work order, with Your signature, to process the dealer pickup reimbursement.

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## IV. WHAT THIS CONTRACT DOES NOT COVER MAINTENANCE AND PARTS NOT COVERED

### THE FOLLOWING ARE NOT COVERED UNDER YOUR CONTRACT:

- A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE SUZUKI PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS FOR THE APPROVED VEHICLE.
- B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING SPARK PLUGS, BATTERIES, FILTERS, THERMOSTATS, FUSES, WINDSHIELD WIPERS, BRAKE AND CLUTCH LININGS, SURFACING OF CYLINDER HEADS, TIMING BELTS, TUNE-UPS, NON-PERMANENT ATTACHING PARTS, NON-SPECIALIZED BOLTS, CLAMPS, GROMMETS, BELTS, RUBBER OR RUBBER LIKE HOSES AND LINES, SHOP SUPPLIES, FLUID REFILLS, ADDITIVES, FREIGHT AND CORE CHARGES OR REPAIR OR REPLACEMENT OF ANY COMPONENTS NOT SPECIFIED IN THIS CONTRACT. FLUIDS ARE NOT COVERED EXCEPT IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
- C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, LIGHT BULBS, LENSES, TRIM, MOLDINGS, UPHOLSTERY, PAINT, ALIGNMENT OF BODY PARTS AND FLEXIBLE BODY PARTS, STRUCTURAL FRAMEWORK AND STRUCTURAL WELD FAILURES RESULTING FROM ABUSE OR MISUSE OF YOUR APPROVED VEHICLE.
- D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY SUZUKI OR SUZUKI APPROVED DEALER INSTALLED, INCLUDING BUT NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, RADIO/ SPEAKER EQUIPMENT AND CRUISE CONTROL.

**IN ADDITION, WE WILL NOT PAY BENEFITS:**

1. FOR ANY CLAIM OVER \$500.00 SUBMITTED WITHOUT THE AUTHORIZATION OF THE ADMINISTRATOR PRIOR TO STARTING THE REPAIR(S).
2. FOR ANY COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
3. FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER THE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
4. FOR ENVIRONMENTAL SURCHARGES, WASTE DISPOSAL FEES, SHOP SUPPLIES, NON-SPECIFIC MATERIALS AND SIMILAR CHARGES.
5. FOR A REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
6. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
7. FOR ANY PART, WHERE A MECHANICAL BREAKDOWN HAS NOT OCCURRED, BUT WHERE A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPAIRED OR REPLACED, OR IS AN UPDATE.
8. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART OR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT FACTORY INSTALLED BY SUZUKI.
9. FOR A MECHANICAL BREAKDOWN OR OVERHEATING RESULTING FROM THE MISUSE, ABUSE, ALTERATIONS, LACK OF OR INADEQUATE COOLANT OR LUBRICANT LEVELS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW OR FAILURE TO PERFORM MAINTENANCE IN ACCORDANCE WITH THE SUZUKI PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS.
10. FOR A MECHANICAL BREAKDOWN RESULTING FROM ROAD HAZARDS, CONTAMINATED OR POOR QUALITY FUEL, IMPROPER FUEL OR FLUIDS, IMPROPER FUEL MIXTURE, OIL ADDITIVES, NEGLIGENCE, IMPROPER MAINTENANCE OR REPAIR.
11. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT, OR THE REPAIR OF ANY COMPONENT / PART COVERED BY THE FEDERAL EMISSION WARRANTY.
12. IF YOUR VEHICLE WAS MODIFIED (E.G. AFTERMARKET PERFORMANCE PARTS OR SYSTEMS, OFF-ROAD EQUIPMENT).
13. IF YOUR VEHICLE IS OR WAS USED FOR ANY FORM OF COMPETITIVE DRIVING OR RACING, OR YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
14. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION OR UPSET, FIRE OR SMOKE, THEFT OR ATTEMPTED THEFT, VANDALISM, RUST OR WEATHER RELATED CORROSION, EXPLOSION, EARTHQUAKE, LIGHTNING, WINDSTORM, HAIL, WATER, FLOOD, FREEZING, VOLCANIC ERUPTION, CONTAMINATION, RIOT OR CIVIL COMMOTION, NUCLEAR INCIDENT OR ACT OF WAR.
15. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS TO PROPERTY OR INJURY OR DEATH OF ANY PERSON SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A MECHANICAL BREAKDOWN OF A COMPONENT COVERED BY THIS CONTRACT.
16. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.
17. IF YOUR VEHICLE IS OPERATED FOR BUSINESS USE (SEE SECTION II. KEY TERMS). BUSINESS USE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
  - a. USE BY GOVERNMENTAL AGENCIES, INCLUDING BUT NOT LIMITED TO, MILITARY, FIRE OR POLICE DEPARTMENTS.
  - b. USE AS A RENTAL VEHICLE, SHUTTLE, OR ANY "FOR HIRE" BUSINESS.
  - c. USE FOR BUSINESS DELIVERY OF EQUIPMENT AND/OR MATERIALS. THIS INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION, CARPENTRY, WELDING, MOBILE REPAIR OR DELIVERY.
  - d. USE AS EMERGENCY VEHICLES.
  - e. USE IN ROUTE WORK, SUCH AS NEWSPAPER OR POSTAL DELIVERY OR ROUTE REPAIR ACTIVITIES.
18. TO CORRECT A COSMETIC IMPERFECTION, INCLUDING FADING PAINT, REGARDLESS OF CAUSE.
19. FOR A MECHANICAL BREAKDOWN CAUSED BY STUCK AND/OR CARBONIZED PISTON RINGS, IMPROPER SPARK PLUG HEAT RANGE OR PISTON SEIZURE NOT CAUSED BY A MANUFACTURING DEFECT OR FOR THE REPAIR OF VALVES AND/ OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
20. FOR A MECHANICAL BREAKDOWN RESULTING FROM IMPROPER STORAGE OF YOUR APPROVED VEHICLE AS SPECIFIED BY YOUR SUZUKI OWNER'S MANUAL.
21. IF THE APPROVED VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION VEHICLE.
22. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR APPROVED VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY SUZUKI.
23. IF YOUR VEHICLE IS USED TO PLOW SNOW COMMERCIALY, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE APPROVED VEHICLE OR NOT.
24. FOR THE SNOW PLOW BLADE, ATTACHMENT HARDWARE AND MECHANISMS.
25. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS CONTRACT UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
26. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE APPROVED VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
27. FOR DAMAGE CAUSED TO THE ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION) OR FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEEKS AND WIND NOISE.
28. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE CONTRACT PURCHASE DATE.

IF YOU MODIFY YOUR APPROVED VEHICLE IN A MANNER THAT RENDERS IT INELIGIBLE FOR THE COVERAGES PROVIDED BY THIS CONTRACT, WE WILL THEN HAVE THE RIGHT TO CANCEL THIS CONTRACT. IF WE CANCEL THE CONTRACT, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE THAT THE MODIFICATION IS DISCOVERED BY THE ADMINISTRATOR, CALCULATED UNDER THE TERMS HEREIN, AND NO CLAIMS WILL BE PAYABLE.

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## V. MAINTENANCE REQUIREMENTS

In order to keep Your Contract, in force during its term, You must maintain the Approved Vehicle in accordance with Suzuki published scheduled maintenance requirements. If Your failure to follow the published scheduled maintenance requirements causes a Mechanical Breakdown, You may be denied coverage. Before any repair is authorized, We may require You to furnish the Administrator with proof that You have properly maintained the Approved Vehicle as required. You are responsible for retaining the receipts identifying the Approved Vehicle, showing dates, mileage, services performed, year make, model and vehicle identification number and providing them to the Administrator in the event of a claim. Failure to show proof of servicing may result in the denial of coverage. MAINTENANCE COSTS ARE YOUR RESPONSIBILITY.

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## VI. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Approved Vehicle. You are required to safely stop the Approved Vehicle and shut down the engine immediately when either of these lights/gauges indicates a problem. Take all reasonable precautions to protect the Approved Vehicle from further damage in order to prevent additional Costs or repairs. Your failure to do so will cause the additional Cost to be paid by You and/or it may result in the complete denial of the claim.

1. Return the Approved Vehicle to any authorized Suzuki dealer or state licensed Repair Facility in the continental United States, Alaska, Hawaii or Canada during normal service department hours. If the Mechanical Breakdown is not covered by this Contract, the costs incurred for disassembly and/or diagnostic work are Your responsibility and expense;
  2. Provide the Repair Facility with a copy of Your Contract or Suzuki Extended Plan (SEP) validation card;
  3. The service manager must obtain Your authorization to inspect and/or tear down Your Suzuki in order to determine the cause of failure and Cost of the repair;
  4. **Prior to starting repairs greater than \$500, You or the Repair Facility must call the Administrator at 1-877-473-7669 to verify coverage and obtain a Claim Authorization Number for claims. If a Mechanical Breakdown occurs when the Administrator's office is closed, You may follow these claims procedures without prior authorization. However, You or the Repair Facility MUST call the Administrator during the next business day. Failure to call in and report the claim on the next business day may result in non-payment. Unapproved mail-in claims may be denied;**
  5. Provide complete cooperation in the investigation of any Mechanical Breakdown;
  6. Provide proof of maintenance upon request;
  7. Permit inspection of the Approved Vehicle by the Administrator BEFORE repairs are performed, if requested;
  8. When You pick up Your Suzuki, review the repair order with the service manager;
  9. Pay the Deductible and any other non-covered expenses, if applicable;
  10. Payment for covered Mechanical Breakdowns will be made either to You or the Repair Facility in accordance with the Contract provisions within thirty (30) days after receipt of the repair order;
  11. You or the Repair Facility must provide the Administrator with the repair order within forty-five (45) days of the completion of the authorized repairs. Failure to submit the repair order within forty-five (45) days, may result in complete denial and non-payment of the claim.
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## VII. GENERAL PROVISIONS

1. **Contract Period**  
The term of this Contract varies based upon the time which was selected as shown in Section G of the Schedule. The term begins on the Effective Date shown in Section D of the Schedule. The term expires when the Expiration Date or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause listed in Section VII. GENERAL PROVISIONS, item #5, whichever occurs first.
2. **When and Where You Are Covered**  
You are covered when this Contract is issued or transferred to You. This Contract applies only to Mechanical Breakdowns occurring within the continental United States of America, Alaska, Hawaii or Canada.
3. **If You Have Other Coverage**  
If the Manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost. If You have any other Rental Reimbursement or Pickup Reimbursement coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Contract.
4. **Your Help And Cooperation**  
Your help and cooperation is required if We ask You to help Us enforce Your rights against any Repair Facility who may be responsible to You for the Cost of repairs covered by this Contract.
5. **Limit Of Liability**  
Our total limit of liability and the total of all benefits paid or payable during the term of this Contract shall in no event exceed the actual retail price that You paid for the purchase of Your Approved Vehicle. The total limit of liability and the total of all benefits paid or payable for each single failure occurrence during the combined term of this Contract shall in no event exceed the retail value of Your Approved Vehicle at the time of the Mechanical Breakdown, as listed in the most current NADA appraisal guide or like guide as determined by the Administrator. This Contract is limited to repair or replacement of the covered failed part only to restore the failed part to the same or like condition prior to Mechanical Breakdown; consequential damages to non-covered parts are not covered. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded. However, this exclusion may not apply in some states that disallow the exclusion of consequential or incidental damage.
6. **Repairer's Guaranty or Other Service Contract:**  
Any repair facility repairing Your Approved Vehicle for a Mechanical Breakdown covered by this Contract is fully responsible for that repair for ninety (90) days from the date of the repair. This Contract has no liability for similar repairs to the same component during this ninety (90) day period. If more than one mechanical breakdown contract or insurance policy can be applied to a Mechanical Breakdown covered by this Contract, then this Contract shall be excess over all other contracts or policies, regardless of collectibility.
7. **Subrogation**  
If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

## 8. Arbitration

This Contract requires binding arbitration if there is an unresolved dispute between You and Us concerning this Contract (including the Cost of, lack of or actual repair or replacement arising from a Mechanical Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Mechanical Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Contract. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.

## 9. How This Contract May Be Transferred

Your rights and duties under this Contract may only be transferred once during its term to a subsequent individual retail purchaser directly by You provided:

- The transfer request is received within thirty (30) days of the date of sale of the Approved Vehicle or the Contract becomes void.
- Required maintenance and servicing has been performed and available records are provided to the Transferee.
- You or Your Selling Dealer submit a completed Transfer Request Form, the transfer fee of \$25.00, available maintenance records, a copy of the bill of sale, a copy of federal odometer statement (if applicable and if mileage is not stated on the bill of sale) and (if required) a copy of the factory Warranty transfer application to the Administrator.

## 10. How This Contract May Be Canceled – Including Refund and Charges

You may cancel this Contract by written notice to the Administrator requesting cancellation while the Contract is in force. The information required to process a cancellation includes: Application/Contract Number, date of cancellation, reason for cancellation and contract holder's signature.

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a 100% refund of the Contract Price will be made. After thirty (30) days or if You have incurred a claim, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period, less an administrative fee of \$25.00. Any refund will be forwarded to the Selling Dealer.

We or the Administrator may cancel this Contract for any reason within ninety (90) days of the Contract Purchase Date. After ninety (90) days, We or the Administrator may cancel this Contract:

- If there has been a material misrepresentation or fraud on the Contract Purchase Date or when filing a claim under this Contract;
- If You have failed to maintain Your Approved Vehicle by Suzuki;
- If You do not pay the Contract Price; or
- If You use Your Approved Vehicle in any manner not covered by this Contract.

If We or the Administrator cancel this Contract, We will mail You written notice at least thirty (30) days prior to cancellation. A pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period. Any refund will be forwarded to the Selling Dealer.

If the Contract Price paid for this Contract was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder shown in Section F of the Schedule, so long as there is a balance owing. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to You.

## 11. Insurance

This Contract is not an insurance contract. Our obligations under this Contract are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. In the event We cease to operate, are bankrupt or otherwise financially impaired or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

## 12. Entire Contract

This Contract represents the entire agreement between You and Us. No person has the authority to change this Contract or to waive any of its provisions. No other written or oral statements apply to this Contract.

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## VIII. STATE AMENDMENTS

### THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS

#### Alabama

**CANCELLATION** – is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

#### Alaska

**WHAT THIS CONTRACT DOES NOT COVER** – is amended as follows:

Exclusion #23 is revised to read **"IF YOUR VEHICLE IS USED TO PLOW SNOW COMMERCIALY, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE APPROVED VEHICLE OR NOT, UNLESS YOUR VEHICLE IS PROPERLY EQUIPPED FOR SUCH USE AND IS NOT USED COMMERCIALY."**

Exclusion #15 – is deleted in its entirety.

**GENERAL PROVISIONS** – Section 5 "Limit of Liability" is amended as follows: The sentence, "Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience and commercial loss resulting from the operation, maintenance or use of Your Approved Vehicle is expressly excluded." is deleted in its entirety.

## **Arizona**

**SCHEDULE, Section J** – is amended to include: In the event a Mechanical Breakdown occurs when the Administrators' office is closed, You may follow the claim procedures in the Contract without prior authorization and reimbursement will be made to You or the Repair Facility in accordance with Contract provisions. Refer to Contract Section VI. "YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM" for Emergency Repair Instructions.

The sentence "I understand that pre-existing conditions are excluded from coverage." is deleted in its entirety.

**WHAT THIS CONTRACT DOES NOT COVER** – is amended as follows:

Exclusion #1 is revised to read, "**WHEN REPAIRS ARE PERFORMED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION EXCEPT WHEN THE ADMINISTRATOR'S OFFICE IS CLOSED AND EMERGENCY REPAIRS ARE NECESSARY (SEE SECTION TITLED "YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM")**).

Exclusion #13 is revised to read, "**IF YOUR VEHICLE IS OR WAS USED FOR ANY FORM OF COMPETITIVE DRIVING OR RACING WHILE THE APPROVED VEHICLE IS OWNED BY YOU.**"

Exclusions #8, 9, 10, 12, 17, 22, 23 and 27 are amended to include: "**WHILE THE APPROVED VEHICLE IS OWNED BY YOU.**"

Exclusions #21 and #28 are deleted in their entirety.

**GENERAL PROVISIONS** – Section 8 "Arbitration" is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 "How This Contract May Be Canceled – Including Refunds And Charges" – is amended to include:

We may cancel this Contract at any time for the following reasons:

- If there has been a material misrepresentation or fraud on the Contract Purchase Date or when filing a claim under this Contract;
- If You have failed to maintain Your Approved Vehicle; or
- If You do not pay the Contract Price.

## **Arkansas**

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: National Product Care Company.

**GENERAL PROVISIONS** – Section 10 "How This Contract May Be Canceled – Including Refunds And Charges" is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

**GENERAL PROVISIONS** – Section 11 "Insurance" – is amended to include:

A claim against the Provider may also include a claim for return of the unearned Provider fee.

## **California**

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: Motor Warranty Services of North America, California License #0E40891.

**KEY TERMS** – "**Mechanical Breakdown**" definition is deleted in its entirety and replaced by the following:

"**Mechanical Breakdown**" means the failure of any original or like replacement part due to defects in material and workmanship covered by this Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended by the manufacturer in the Owners Manual. Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

**KEY TERMS** – "**Repair Facility**" definition is amended to include:

If authorized Suzuki dealer or licensed repair facility does not provide a written parts and labor guarantee of ninety (90) days, the Administrator will refer Approved Vehicle to a authorized Suzuki dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of ninety (90) days or greater.

**GENERAL PROVISIONS** – Section 7 "Subrogation" is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 "Arbitration" is deleted in its entirety and replaced by the following:

Mandatory arbitration is not allowed under this Contract. If You and We mutually agree, this Contract provides for binding arbitration if there is an unresolved dispute between You and Us concerning this Contract (for example the Cost of, lack of or actual repair of replacement arising from a Breakdown). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this Contract by a judge and/or a jury. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. 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 of any such error.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Breakdown occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the California Civil Code (1750 et. seq.) and the California Arbitration Act (1280 et. seq.). The laws of the state of California govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.

All fees and costs charged to You under this provision shall be waived if You are an indigent consumer. "Indigent consumer" means a person having a gross monthly income that is less than 300 percent of the federal poverty guidelines. If You are determined to be an indigent consumer all provisions of California Code of Civil Procedure §1284.3 apply.

**GENERAL PROVISIONS** – Section 10 "How This Contract May Be Canceled – Including Refunds And Charges" is amended as follows:

The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10%, whichever is less.

The thirty (30) day written notice prior to cancellation is deleted and replaced with sixty (60) days.

Our right to cancel for any reason is changed from ninety (90) days to sixty (60) days.

If the Contract is canceled by Us, no administrative fee will be charged.

If We cancel during the first sixty (60) days and You have not incurred a claim, a 100% refund of the Contract Price will be made.

**GENERAL PROVISIONS** – Section 11 "Insurance" is deleted in its entirety and replaced by 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 sixty (60) days after the date proof of loss was filed. The name and address of the insurance company is: Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

## **Colorado**

**GENERAL PROVISIONS** – Section 11 "Insurance" is amended to include: Insurance Policy #2634.

## Connecticut

The coverage afforded by this Contract is still available should the Contract Period lapse while Your Approved Vehicle is in the custody of a Repair Facility for a covered repair.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is amended to include:

The State of Connecticut has established an arbitration process to settle disputes between You and Us arising from extended Warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0186, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the Cost of repair of the product and a copy of this Contract.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended as follows:

The thirty (30) day written notice prior to cancellation is deleted and replaced with forty-five (45) days.

## Georgia

**SCHEDULE, Section J** – is amended as follows: The sentence “I understand that pre-existing conditions are excluded from coverage.” is deleted in its entirety.

**WHAT THIS CONTRACT DOES NOT COVER** – is amended as follows:

Exclusion #9 is amended by deleting the following: “sludge”

Exclusion #12 is deleted in its entirety and replaced by the following: **IF YOUR VEHICLE WAS MODIFIED BY YOU OR WITH YOUR KNOWLEDGE (E.G. AFTERMARKET PERFORMANCE PARTS OR SYSTEMS, OFF-ROAD EQUIPMENT).**

Exclusion #28 is deleted in its entirety.

**YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM** – is amended as follows: Item #3 is deleted in its entirety.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is deleted in its entirety and replaced by the following:

You may cancel this Contract by written notice to the Administrator requesting cancellation while the Contract is in force. The information required to process a cancellation includes: Contract Application Number, date of cancellation, reason for cancellation and contract holder's signature. If You cancel this Contract, You will receive 90% of the unearned pro-rata Contract Price. Any refund will be forwarded to the Selling Dealer.

We or the Administrator may cancel this Contract:

- In the event of fraud;
- In the event of material misrepresentation; or
- If You do not pay the Contract Price.

If We or the Administrator cancel this Contract, We will mail You written notice:

- At least ten (10) days prior to the effective date of cancellation if You do not pay the Contract Price; or
- At least thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation.

If We cancel this Contract, You will receive 100% of the unearned pro-rata Contract Price. Any refund will be forwarded to the Selling Dealer.

If the Contract Price paid for this Contract was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder shown in Section F of the Schedule, so long as there is a balance owing. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to You.

Should We fail to refund the unearned consideration, You have the right to receive the refund directly from Virginia Surety Company, Inc.

## Hawaii

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

## Idaho

Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association.

## Illinois

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended as follows:

The \$25.00 administrative fee is deleted and replaced with an administrative fee of \$25.00 or 10% of the refund amount, whichever is less.

## Indiana

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees Our obligation to You, providing such insurance was in effect at the time You purchased this Contract.

## Iowa

This Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357.

If You have questions regarding Your Contract, You may address them to the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065

**WHAT THIS CONTRACT COVERS** – is amended to include:

Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Contract to Us. All refunds will be paid by the Selling Dealer to the Lienholder if any, otherwise to You.

## Louisiana

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: Automotive Warranty Services of Florida, Inc.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date a 100% refund of the Contract Price will be made. After thirty (30) days, a pro-rata refund of the unused time will be made. The pro-rata refund will be calculated by multiplying the Contract Price by the percentage of the unused time compared to the total time of the Contract Period, less an administrative fee of \$25.00. Any refund will be forwarded to the Selling Dealer.

## Maine

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less.

### Maryland

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

### Massachusetts

NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER’S OR SELLER’S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

### Michigan

**GENERAL PROVISIONS** – Section 1 “Contract Period” is amended to include:

If performance under this Contract is interrupted because of a strike or work stoppage at the Selling Dealer or Repair Facility, the term of this Contract shall be extended for the period of the strike or work stoppage.

### Minnesota

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

### Mississippi

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

### Missouri

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

Cancellation by You will become effective as of the date the written notice of cancellation is received by the Administrator. We will mail You written notice of Our receipt and resulting cancellation of Your Contract within forty-five (45) days of the date of cancellation.

**GENERAL PROVISIONS** – Section 11 “Insurance” – is amended to include:

A claim against the Provider may also include a claim for return of the unearned Provider fee.

### Nebraska

All Terrain Vehicles (ATV) are not defined under the Nebraska Insurance Code 60-339.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety and replaced by the following:

Notwithstanding anything in the Contract to the contrary, if You and We mutually agree at the time of loss, this Contract provides for arbitration if there is an unresolved dispute between You and Us concerning this Contract. You agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall not be binding upon You.

To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Contract.

### Nevada

**WHAT THIS CONTRACT DOES NOT COVER** – is amended as follows:

Exclusion #12 is deleted in its entirety and replaced by the following: **FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER AND THE MODIFICATIONS MEET THE MANUFACTURER’S SPECIFICATIONS (E.G. AFTERMARKET PERFORMANCE PARTS OR SYSTEMS).**

**GENERAL PROVISIONS** – Section 1 “Contract Period” is amended to include: This Contract is not renewable.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is amended as follows:

The sentence “The laws of the state of Illinois...” is revised to read: The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Contract and all transactions contemplated by this Contract, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Contract.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Contract after seventy (70) days for the following reasons:

- If You do not pay the Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Contract;
- If there has been a material misrepresentation or fraud at the time of sale of this Contract or when filing a claim under this Contract; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Contract, after the Contract Purchase Date, that substantially and materially increases the risk covered under this Contract.

### New Hampshire

**GENERAL PROVISIONS** – Section 11 “Insurance” – is amended to include:

If You are not satisfied with the insurance company’s response, You may contact the New Hampshire Department of Insurance, 21 Fruit Street, Concord, New Hampshire 03301, 1-603-271-2261.

### **New Mexico**

**GENERAL PROVISIONS** – Section 1 “Contract Period” is amended to include: This Contract is not renewable.

**CANCELLATION** – is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within sixty (60) days of return of this Contract to Us. Our right to cancel for any reason is changed from ninety (90) days to seventy (70) days.

We may only cancel this Contract after seventy (70) days for the following reasons:

- If You do not pay the Contract Price;
- If You are convicted of a crime that results in an increase in the risk covered under this Contract;
- If there has been a material misrepresentation or fraud at the time of sale of this Contract or when filing a claim under this Contract; or
- If We discover an act or omission by You, or a violation by You of any terms or conditions of this Contract, after the Contract Purchase Date, that substantially and materially increases the risk covered under this Contract.

### **New York**

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of this Contract to Us.

### **North Carolina**

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended as follows:

The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10%, whichever is less.

We or the Administrator may only cancel this Contract at any time for any of the reasons listed below:

- If there has been material misrepresentation or fraud on the Contract Purchase Date or when filing a claim under this Contract; or
- If You do not pay the Contract Price.

### **Oklahoma**

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with: Automotive Warranty Services of Florida, Inc.

Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

**This Contract is not issued by the manufacturer or a wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.**

Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is deleted in entirety and replaced by the following:

You may cancel this Contract by written notice to Administrator requesting cancellation while the Contract is in force. The information required to process a cancellation includes: Application/Contract Number, date of cancellation, reason for cancellation and contract holder's signature. If You cancel this Contract, You will receive ninety percent (90%) of the unearned pro-rata Contract Price. Any refund will be forwarded to the Selling Dealer.

We or the Administrator may cancel this Contract for any reason within ninety (90) days of the Contract Purchase Date. After ninety (90) days, We or the Administrator may cancel this Contract:

- a) If there has been a material misrepresentation or fraud on the Contract Purchase Date or when filing a claim under this; Contract;
- b) If You do pay the Contract Price; or
- c) If You use Your Approved Vehicle in any manner not covered by this Contract.

If We or the Administrator cancel this Contract, We will mail You written notice at least thirty (30) days prior to cancellation. The pro-rata refund will be one hundred percent (100%) of the unearned pro-rata premium. Any refund will be forwarded to the Selling Dealer.

If the Contract Price paid for this Contract was financed, then the refund, regardless of who requested the cancellation, will be made to the Lienholder shown on the Schedule, so long as there is a balance owing. If the Selling Dealer is notified that the loan has been paid off, the refund balance will be paid to You.

### **Oregon**

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

### **South Carolina**

If You have questions, concerns or complaints regarding Your Contract, You may address them to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29201-3105, 1-803-737-6180

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

### **Texas**

All references to Consumer Program Administrators, Inc. are deleted in their entirety and replaced with:

Consumer Program Administrators, Inc. d.b.a. The Administrators of Consumer Programs, TX Provider #175

Unresolved complaints or questions concerning the regulation of Contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, this Contract shall be void and a 100% refund of the Contract Price will be made. A ten percent (10%) penalty per month shall be added to any refund on a voided Contract that is not paid within forty-five (45) days of return of this Contract to Us. If Your cancellation refund is not paid within forty-five (45) days after the Contract has been returned to Us, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. The right to cancel this Contract is not transferable to a subsequent holder of this Contract.



## Utah

The Contract Price may be financed with the purchase of this Vehicle. Other payment options may be available.

Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

This Contract is subject to limitation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM** – item #11 is amended to include:

Utah residents are not limited to filing claims within forty-five (45) days for reimbursement consideration.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety and replaced by the following:

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rule 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.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

We or the Administrator may cancel this Contract for any reason within sixty (60) days of the Contract Purchase Date. After sixty (60) days, We or the Administrator may cancel this Contract:

- For nonpayment of premium;
- For material misrepresentation;
- For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or
- For substantial breaches in contractual duties, conditions or warranties.

If this Contract is financed and Your Approved Vehicle is a total loss or is repossessed, You authorize Your Lienholder shown in Section F of the Schedule to receive the refund.

## Wisconsin

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WHAT THIS CONTRACT COVERS** – is amended as follows:

At Our option, replacement parts used in covered repairs may include new, remanufactured or non-original equipment manufactured parts.

**WHAT THIS CONTRACT DOES NOT COVER** – is amended as follows:

Exclusion #1 is deleted in its entirety.

**YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM** – Item #11” is amended to include:

The forty-five (45) day time period for filing a claim after a Mechanical Breakdown is deleted and replaced with as soon as reasonably possible.

The last sentence of item #11 “Failure to submit the repair order.” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 7 “Subrogation” is amended to include: You will be made whole before We retain any amount We may recover.

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include:

If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

The \$25 administrative fee is deleted and replaced with an administrative fee of \$25 or 10% of the refund amount, whichever is less.

The sentence “Any refund will be forwarded to the Selling Dealer.” is deleted in its entirety.

If We or the Administrator cancel this Service Contract, the notice shall state the effective date of and the reason for cancellation. We or the Administrator may cancel this Contract:

- a) If there has been a material misrepresentation or fraud by You;
- b) If You do not pay the Contract Price; or
- c) For substantial breach of duties by You relating to the use of the Approved Vehicle.

In the event Your Approved Vehicle is declared a total loss, You may cancel the Contract and receive a pro rata refund of the Contract Price, less any claims paid. No administrative fee will be charged.

## Wyoming

**GENERAL PROVISIONS** – Section 8 “Arbitration” is deleted in its entirety.

**GENERAL PROVISIONS** – Section 10 “How This Contract May Be Canceled – Including Refunds And Charges” is amended to include: If You cancel this Contract within thirty (30) days of the Contract Purchase Date and You have not incurred a claim, a ten percent (10%) penalty per month shall be added to a refund that is not paid within forty-five (45) days of return of this Contract to Us.

All refunds will be made payable to the Lienholder and You.